DOCUMENT RESUME

ED 294 599 JC 870 506

TITLE	Faculty Personnel Policy Statement Adopted by the Board of Governors of the Pima County Community College District, State of Arizona, for 1987-88.
INSTITUTION	National Education Association, Washington, D.C.; Pima County Community Coll. District, AZ. Board of Governors.
PUB DATE	[87]
NOTE	103p.
PUB TYPE	Legal/Legislative/Regulatory Materials (090)
EDRS PRICE	MF01/PC05 Plus Postage.
DESCRIPTORS	*Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Department Heads; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions
IDENTIFIERS	National Education Association; *NEA Contracts; Pima Community College AZ

ABSTRACT

This policy statement, adopted by the Board of Govenors of the Pima County Community College District in 1986, sets forth the personnel policies for faculty in the district. The 15 articles in the agreement include the preamble and related statements and cover the following topics: (1) conditions of work, including general responsibilities, workload, load hours, accountability, overload and supplemental agreements, and department chairs; (2) faculty employment, including policies related to non-discrimination, faculty appointment, salary schedule placement, seniority, contract renewal, and personnel files; (3) professional status, including provisions related to academic freedom, faculty and student evaluations, and activity in professional and charitable organizations; (4) full-time, summer, and substitute salary rates; (5) benefits, including health care, life insurance, and social security; (6) leaves of absence; (7) professional growth and development programs; (8) voluntary and involuntary transfers; (9) discipline, suspension, and termination; (10) complaints against faculty; (11) miscellaneous conditions of employment related to patents, copyrights, royalties, outside employment, out-of-pocket expenses, and retraining; (12) retrenchment of faculty; (13) grievance procedures; and (14) rights of the bargaining unit. Appendixes explain the process for recognizing and negotiating with employee groups; present the final report of the Task Force on Academic Organization on such topics as academic articulation and communication, class size, department chairpersons, faculty mobility, and non-traditional faculty roles; and provide information on the charge of the Task Force on Employee Assistance Program, the college's early retirement program, and the development of a faculty personnel procedures manual. (MDB)

ED294599

FACULTY PERSONNEL POLICY STATEMENT

ADOPTED BY

THE BOARD OF GOVERNORS OF THE

PIMA COUNTY COMMUNITY COLLEGE DISTRICT

STATE OF ARIZONA

FOR

1987-88

JC870506

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ARTICLE I

A. PREAMBLE

Effective learning requires the creation and maintenance of an educational atmosphere which is conducive to learning. Central to such a learning climate are open and honest interaction between students and faculty, adequate financial support for educational programs, fair and equitable employment procedures, fair and adequate faculty remuneration, and the observance of the legal and professional rights of all persons in the educational process. After meeting-and-conferring with the Pima Community College Education Association (an affiliate of the Arizona Education Association and the National Education Association), in order to promote an effective learning environment, the Board of Governors of Pima County Community College District adopts this policy. By establishing this policy in writing, the Board of Governors is taking positive action to improve the educational climate and policies of the College, insure individual legal and professional rights, and establish employment procedures which shall be explicit and equitable.

B. POLICY STATEMENT

WHEREAS, the Pima County Community College District Governing Board accepted a petition as presented by Pima Community College Education Association (PCCEA) and, as the result of that petition, has recognized the PCCEA as a faculty organization representative which provides a major source of input for the development of personnel policies for the faculty, which recognition does not exclude input from others; and

WHEREAS, the Governing Board of Pima County Community College District has entered into the "meet-and-confer" process in order to promote harmonious relations between the faculty and the employer through the discussion of matters of mutual concern which include, but are not necessarily limited to, equitable peaceful procedures for the resolution of differences, rates of pay, hours of work, and other conditions of employment and generally to encourage an efficient and high level of educational service to the community.

NOW, THEREFORE, BE IT RESOLVED that the Pima County Community College District Governing Board adopts this Policy Statement as the sole expression of personnel policies for faculty at Pima County Community College District. This Policy Statement shall constitute the entire policy, without exception, of the Pima County Community College District Governing Board regarding the faculty; and this Policy Statement, therefore, revokes, modifies and supersedes any and all personnel policies that may have existed previously.

These personnel policies herein shall govern employment practices involving faculty after their effective date. The provisions of these policies, however, do not apply to or govern the employment practices of the faculty before the effective date of the policies. Such employment practices must be construed and dealt with according to the provisions of the policies existing at the time of the specific employment practice in question.

The Governing Board of Pima County Community College District reaffirms that the personnel policies contained herein are the personnel policies of the Governing Board and may be supplemented, modified or deleted, without restrictions, by the Pima County Community College District Governing Board pursuant to its statutory authority.

Nothing in these personnel policies shall inhibit, restrict, modify and/or supersede the Board's responsibilities and/or authority pursuant to and in compliance with any state or federal law, executive order, agency rule or guideline, etc.

C. MANAGEMENT RESPONSIBILITIES

Except as modified by this Policy Statement, the Board and its managers retain the rights and responsibilities to manage, direct and control the activities and work force of this College.

D. CODE OF ETHICS OF THE EDUCATION PROFESSION

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence and the nature of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process and in the delivery of educational support services. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

Principle I - Commitment to the Student

The educator strives to help each student realize her or his potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

CODE OF ETHICS OF THE EDUCATION PROFESSION (Continued)

In fulfillment of the obligation to the student, the educator:

1. shall not unreasonably restrain the student from independent action in the pursuit of learning.

2. shall not unreasonably deny the student access to varying points of view.

3. shall not deliberately suppress or distort information relevant to the student's progress.

4. shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.

5. shall not intentionally expose the student to embarrassment or disparagement.

6. shall not on the basis of race, color, creed, sex, national origin, marital status, political or religious beliefs, family, social or cultural background, or sexual orientation, unfairly:

   a. exclude any students from participation in any program;

   b. deny benefits to any student; and/or,

   c. grant any advantage to any student.

7. shall not use professional relationships with students for private advantage.

8. shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

Principle II - Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator:

1. shall not in any application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.

CODE OF ETHICS OF THE EDUCATION PROFESSION (Continued)

2. shall not misrepresent her/his professional qualifications.

3. shall not assist entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.

4. shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.

5. shall not assist a non-educator in the unauthorized practice of teaching.

6. shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.

7. shall not knowingly make false or malicious statements about a colleague.

8. shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or actions.

E. DEFINITIONS

1. The term FACULTY shall mean any or all members of the bargaining unit, which consists of those full-time personnel who carry out the educational mission of the College: instructional faculty and educational support faculty.

2. The term INSTRUCTIONAL FACULTY shall refer to those faculty whose primary responsibility is to teach courses for credit, in any mode or in any setting. The term EDUCATIONAL SUPPORT FACULTY shall refer to those faculty whose primary responsibility is to provide educational support services, in any mode or in any setting.

3. The term BOARD shall mean the Board of Governors of the Pima County Community College District.

4. The terms COLLEGE or DISTRICT shall mean the Pima County Community College District.

5. The terms CAMPUS shall mean assigned locations, approved community facilities and locations, and/or other locations approved and designated for instruction or instruction-related activities.

6. Any reference in this document to the BARGAINING UNIT REPRESENTATIVE is made with the understanding that it applies only as long as there exists a duly recognized organization(s) to represent the faculty. (See Appendix A. RECOGNITION).

DEFINITIONS (Continued)

7. Whenever the term BARGAINING UNIT REPRESENTATIVE is used, it shall be understood that the PRESIDENT of the representative organization or his/her designee acts for the unit.

ARTICLE II

CONDITIONS OF WORK

A. GENERAL RESPONSIBILITIES

1. Full time faculty shall provide educational services consistent with their assignments.

2. For each class section taught, the faculty members shall ensure that their students receive in writing the course requirements, attendance requirements, and grading criteria. Faculty shall prepare and keep current all curricula, course outlines, and syllabi for their courses.

3. Faculty shall maintain office hours consistent with their assignments. Office hours shall be distributed throughout the faculty member's scheduled assignments and shall be posted conspicuously. For those teaching classes, the number of office hours per week shall be equal to one for every three instructional load hours. For those providing educational support services, the approved work schedule shall be posted conspicuously.

4. Faculty shall provide informal academic advising to currently enrolled and prospective students as part of their professional responsibility.

   Faculty may be assigned for five days each year to student advising or other functions pertinent to College registration periods.

   Depending upon College and/or Campus needs, the physical location of such assignments may vary (e.g. registration site, faculty office, etc.) Such assignments may be to any campus. Assignments for advising and registration duties at a campus other than the faculty member's normal location shall, if reasonably practical, be by mutual consent and arranged in advance. Faculty members shall have input into registration assignments through appropriate committees, if any, or through consultation with the appropriate Executive Dean or designee.

GENERAL RESPONSIBILITIES (Continued)

5. For each class section taught, the faculty member shall evaluate student performance. Final examinations, if used, shall be given during the period of time regularly scheduled for that purpose each semester. The times scheduled for final examinations are to be used for that purpose or continued instruction.

B. WORKLOAD

1. Faculty members shall help determine their initial class load, schedule, and/or educational support assignment. Faculty shall be consulted in the event a change is required to their initial schedule.

2. With the agreement of the appropriate administrators, a faculty member may distribute her/his assigned duties over more than one campus.

3. The required teaching load shall be 15 load hours per semester or 30 load hours per academic year. Academic year contract loads do not include classes taught in the extended spring or summer sessions.

4. Load hours above 15 per semester shall be compensated at the faculty overload rate.

5. If the regular workload is less than 30 load hours per academic year, the Executive Dean or designee may assign duties to complete an instructional faculty member's regular workload. These duties shall be consistent with his/her regular assignment.

6. Instructional faculty on a regular contract will not have their salary reduced if the administration is unable to develop a teaching schedule of 15 load hours per semester or 30 load hours per year.

C. LOAD HOURS

1. One lecture hour per week, scheduled for the length of the regular semester, is equal to one equated load hour.

2. One laboratory hour of activity scheduled for the length of the regular semester is equal to .70 equated load hours.

3. Load hours for practicums and courses in the field of cooperative education shall be calculated at 18 student cr. hrs. equals one (1) load hour.

LOAD HOURS (Continued)

4. Load hours for courses specifically titled independent or individual studies shall be calculated as .2 load hours per student up to three (3) load hours.

5. Load hours for lecture courses and alternatives to lecture courses shall be determined on the basis of enrollment at the end of the drop/add period as follows:

1-47	students enrolled = 1 load hour per class period
48-75	students enrolled = 1.5 load hours per class period
76-96	students enrolled = 2 load hours per class period

6. Load hours for innovative courses, classes below normal class size for the discipline, unusual courses, open entry/open exit courses, and courses requiring unusual time spent in preparation or student supervision shall be determined by agreement between the involved faculty members, appropriate campus deans, and the Vice President for Academic Affairs.

7. Should an educational support faculty member be assigned a course as part of her/his regular duties, one and one-half (1½) times that Class's load hours shall be deducted from that faculty member's hours of other assigned duties.

8. Non-traditional loads: Upon the mutual agreement of the involved faculty member and the appropriate Campus Executive Dean, workload assignments not consistent with the language of this document may be agreed upon in writing. The primary purpose of this clause will be to encourage and allow faculty members sufficient latitude to employee non-traditional workload computation.

D. <u>ACCOUNTABILITY</u>

1. The primary employment responsibility of the full-time faculty member is to Pima Community College. These obligations shall take precedence over all other employment commitments.

2. The academic year consists of 166 work days (195 contract days).

ACCOUNTABILITY (Continued)

3. The work week consists of 37.5 hours of accountability to the College. For instructional faculty, twenty-seven (27) of these hours will be spent on campus. Educational support faculty will formulate and maintain a 37.5 hour per week work schedule subject to the approval of the appropriate Executive Dean or designee. The normal workweek shall occur Monday through Friday. Other assignments are permissible if the faculty member agrees.

4. The Executive Dean may assign educational support faculty on academic year contracts to duties during break and recess periods. Such assignments shall be in consultation with the affected faculty member. Days taken for compensatory time shall be determined by the faculty member with the approval of the appropriate executive dean.

   Assignments during break and recess periods which are in addition to the 166 contract days shall be compensated at the official overload faculty rate.

   Payment shall be made when the service is rendered, provided there is agreement that the faculty will work through the normal contract date and will not receive compensatory time off.

5. A faculty member's schedule of services shall consist of his/her regular assignment, office hours, and professional activities such as student advising, attendance at faculty and department meetings, and committee assignments. These services shall be performed within the 27 hours of on-campus accountability for instructional faculty and within the 37.5 hours of on-campus accountability for educational support faculty. The faculty member's regular assignments shall take precedence over all others.

E. <u>OVERLOAD AND SUPPLEMENTAL AGREEMENTS</u>

1. For each load hour taught or performed beyond the assigned workload per semester, each faculty member shall be compensated at the official overload faculty rate. This compensation shall be paid during the semester in which the officially made overload class(es) is (are) taught or other overload duties performed.

2. By mutual agreement between the faculty member and the College, a maximum of two (2) whole overload assignments or six (6) overload hours (whichever is greater) per semester may be assigned. Overload assignments may include any professional activities deemed necessary by the administration which are beyond the faculty member's normal load or service assignment.

OVERLOAD AND SUPPLEMENTAL AGREEMENTS (Continued)

3. After all full-time faculty loads have been assigned each semester, full-time faculty desiring overload classes shall have first preference for the remaining unassigned sections in their subject area on their primary campus. Such a desire must be made known in writing to the appropriate Dean no later than August 1 for the Fall semester, and December 1 for the Spring semester.

4. Separate contracts for overload assignments will be made.

5. Supplemental Agreements: Supplemental contracts for performing certain administrative duties shall include a description of the work to be accomplished, termination date of the contract, and the compensation to be paid. All such assignments must be completed and receive the approval of the appropriate dean before the final compensation is paid.

F. CHAIRPERSONS

Chairpersons for administratively-determined departments shall be elected by the department faculty and approved by the appropriate campus dean. At the beginning of the academic year and whenever a vacancy exists, each department shall select, by whatever election procedure it deems appropriate, a chairperson for a two (2) year term of office. Each member of the department faculty who is in the bargaining unit shall have one (1) vote. No chairperson shall be elected unless a majority of the departmental faculty vote for the elected. Chairpersons may be reelected.

The chairperson shall act as the non-supervisory spokesperson for the faculty in the discipline or service area he/she represents, and shall perform such duties as described in the job description (see Appendix D).

The chairperson shall have either the option of a reduced load (the amount of which shall be determined by dividing the official overload faculty rate into the established compensation for that discipline or service area) or the compensation.

Department Chair Compensation is based on: fall full-time faculty equivalents (FTFE), ratio of associate faculty to total area faculty and duties performed.

Chairs shall complete the compensation form (see Appendix D) to arrive at a total number of points. Upon agreement with the appropriate administrator, the number of points shall be multiplied by $55.00 to arrive at total chair compensation.

Compensation shall be added to the chairperson's salary only while she/he holds the position of chairperson.

CHAIRPERSONS (Continued)

In addition, as part of her/his released time, reduced load or compensation, the chairperson shall receive preference in assignments of classes.

The faculty in any discipline or service area may, at a regularly scheduled meeting, vote to request that the chairperson be removed from that position by a majority vote of the departmental faculty. Such removal shall be deemed to be effective as of the end of the academic session during which it is voted.

ARTICLE III

FACULTY EMPLOYMENT

A. NON-DISCRIMINATION

The Board shall not discriminate either directly or indirectly against a faculty member or prospective faculty member on the basis of race, creed, color, age, sex, national origin, domicile, marital status, lifestyles which are legal in Arizona, sexual orientation, handicap, status as a veteran, membership or activity in the bargaining unit, political belief and/or affiliation, or concurrent District employment by members of the same family. The Board shall not discriminate on any of the above grounds with respect to appointment, wages, hours, terms or conditions of employment or application of the provisions of this Policy or other Board policies.

B. APPOINTMENT OF FACULTY

The appointment of faculty refers to the recruitment and selection of new full-time faculty.

If the need for a new or replacement faculty position is administratively established, the faculty members of the involved subject area, program area, or other faculty category should actively participate in the determination of the job description, requirements, and qualifications.

Faculty on one year appointment only contracts are members of the bargaining unit. Terms and conditions of employment shall not include seniority, participation in the administrative intern program, Professional Growth points, Professional Development leave, or Faculty Development Travel.

C. SCREENING COMMITTEE

The Screening Committee will consist of five (5) voting and two (2) non-voting members as selected by the Campus Executive Dean or Campus Dean. Every effort will be made to achieve appropriate ethnic and minority group representation. The Committee chairperson shall be chosen by and from the Committee membership. Clerical assistance will be provided by the appropriate dean. The Committee membership shall be as follows:

a. two (2) faculty persons from outside the subject or service area selected by the dean.

b. two (2) faculty members from the subject or service area selected by the subject or service area faculty. If two (2) faculty members are not available from the subject or service area, then the subject or service area faculty may choose members from allied fields.

c. one (1) administrative representative.

d. one (1) Personnel/Human Resources representative as a non-voting resource person.

e. One (1) affirmative action officer as a non-voting resource person.

The chairperson shall recommend, in writing, no more than three (3) final candidates to the appropriate administrator. If none of the recommendations are acceptable, the appropriate administrator shall meet with the Committee for the purpose of arriving at a mutually acceptable decision. The President shall make the final recommendation to the Board.

All new and replacement positions shall be advertised in an internal bulletin and posted throughout the College for at least five (5) days with a copy of said bulletin sent to the president of bargaining unit representative and the president of the faculty council. Faculty desiring to compete for open positions shall make application to the Personnel/Human Resources Department, in writing, prior to the closing date for the position. Faculty members wishing to be informed of vacancies during holiday periods and summer should so inform the Office of Personnel/Human Resources.

D. FACULTY SALARY SCHEDULE PLACEMENT

The Vice President for Academic Affairs shall recommend to the President initial placement on the salary schedule. This will be based on documented teaching and/or work experience. Placement shall follow the procedures listed in the Faculty Personnel Procedures Manual.

The prospective faculty member shall be informed of the initial salary placement by the Vice President for Academic Affairs.

During the initial year of employment, faculty members shall, upon written request, receive a review of their salary placement.

Provided a faculty member receives a contract after his/her first contract year of employment, the initial salary shall be determined to be correct within the provisions of the salary program.

Professional Growth units are awarded to each full-time faculty member whose contract has been renewed for approved activities certified by the District Professional Development Committee. Units will be awarded and payment made in the Professional Development year following the Professional Development year in which the activity occurred. A maximum of fifteen (15) Professional Growth units may be accumulated per Professional Development year up to a maximum of the salary schedule of eighty-five (85) units.

Faculty salary determination, after initial placement, is a composite of the individual faculty member's salary and Professional Growth units earned and approved.

Should a faculty member work less than the fiscal/academic contract year, pay shall be determined as follows:

1. FULL SEMESTER OR ONE-HALF YEAR LEAVES WITHOUT PAY

   The faculty member, upon return, shall be offered a contract for 1/2 (50%) of his/her regular contract amount;

2. LEAVES OR ASSIGNMENTS OF LESS THAN A FULL SEMESTER

   Pay shall be prorated based upon the number of contract days actually remaining.

E. SENIORITY

The starting date of a faculty member for purposes of establishing seniority shall be the original date of hire by the District with the classification of full-time faculty, or the date of reclassification to such full-time faculty status from any other non-faculty classification status.

This seniority can be altered by the following circumstances:

SENIORITY (Continued)

1. The seniority of faculty members starting on the same date will be determined by date of acceptance of their faculty positions.

2. When a faculty member is administratively appointed to a one year only faculty position, he/she will not accumulate seniority. However, if this faculty member later competes for and is awarded the position, the faculty member will be granted seniority from the original date of hire.

3. When a faculty member is appointed to a faculty position under a temporary or provisional contract, he/she will not accumulate seniority. However, if this faculty member later receives a contract without such conditions, he/she will be granted seniority from the original date of hire.

4. When a faculty member is originally appointed to a position created by funding sources external to the District, he/she shall not accumulate seniority. However, if this faculty member's position is later incorporated into the regular operational budget of the District, he/she shall be granted seniority from the original date of hire if he/she still retains the position.

5. When a faculty member accepts a position at the College, but outside the bargaining unit, seniority will be suspended and the faculty member will not accumulate seniority. However, if the employee later returns to a bargaining unit position, he/she will be credited with seniority equal to the time previously spent in the bargaining unit.

6. When a faculty member applies for and is granted a personal or unpaid leave, the length of the leave will be deducted from the faculty member's seniority.

7. For all faculty members employed at the inception of the first negotiated Policy Statement, time in the past charged to unpaid time off due to sick or medical leave will not alter the seniority date. However, for all faculty hired on or after August 19, 1978, unpaid sick leave will result in an adjustment of seniority date proportionate to the amount of unpaid leave.

F. CONTRACT RENEWAL AND TERM OF EMPLOYMENT

Except for positions being eliminated under the retrenchment policy, the contract of a faculty member shall be deemed renewable for the ensuing academic or fiscal year unless he/she receives notice otherwise on or before March 1.

The term of employment of academic year faculty for fiscal year 1987-88 shall be from August 17, 1987, through May 13, 1988. The term of employment of fiscal year faculty shall be from July 1, 1987, through June 30, 1988.

G. PERSONNEL FILES

The District shall maintain only one official personnel file which shall contain all materials relevant to or pertaining to the faculty member's employment and shall be the sole repository of such materials. Only those letters of recommendation solicited by the faculty member shall be included in the official file. Each file will have attached a record for notation of names, dates and purposes of persons reviewing the files. The file will be secured and only authorized personnel shall be permitted to view it. An individual shall have the right to:

1. Review the contents of her/his file upon request, excluding letters of recommendation and the College placement files which, when submitted, request confidentiality.

2. Receive a copy of any documents contained therein, except letters of recommendation.

3. Respond once to any official College document or correspondence in her/his file and have that response made a part of her/his file.

4. Make written request for the amendment or correction of any portion(s) of her/his file which the individual believes is not accurate, relevant, timely, or complete. Upon receipt of such request, the District shall, within ten (10) days:

   a. make any amendment or corrections as requested by the individual, or

   b. inform the individual of its refusal to amend or correct the file in accordance with the request stating the reasons for such refusal.

PERSONNEL FILES (Continued)

5. Grieve the refusal of the District to amend or correct her/his file within seven (7) days of the individual's receipt of the notice of refusal. A grievance brought pursuant to this section shall commence at Level III.

Negative comments should not be placed in a faculty member's file without the faculty member's knowledge.

H. CERTIFICATION AND EMPLOYMENT STANDARDS

See regulations in the Faculty Personnel Procedures Manual. See Appendix E.

ARTICLE IV

PROFESSIONAL STATUS

A. ACADEMIC FREEDOM

The College subscribes to the following statement on Academic Freedom:

1. In the course of performing duties consistent with one's assignments, any faculty member is entitled to freedom of discussion provided the discussion has educational value and is relevant to the course or educational support service.

2. Any faculty member is entitled to full freedom in research and in publication of the results, subject to the adequate performance of her/his primary responsibilities.

3. The College faculty member is a citizen, a member of a learned profession, and a member of an educational institution. When he/she speaks or writes as a citizen, or exercises legal or constitutional rights, he/she shall be free from institutional censorship or discipline. However, in extramural utterances, the faculty member has an obligation not to imply that he/she is an institutional spokesperson.

4. Textbooks and other classroom materials shall be selected by the departmental faculty. Major purchases of equipment directly related to the faculty member's subject or service area shall be made with the review of the faculty from that area.

B. FACULTY EVALUATION

The primary purpose of the Faculty Evaluation program is to improve instruction. If a faculty member's evaluations indicate a need for improvement, the College shall provide support for the improvement of individual faculty performance. Instructional improvement plans shall be mutually developed by the faculty member and the appropriate College administrator.

A description of the evaluation program will be provided to all faculty at the beginning of the academic year. Changes in the program shall be communicated to faculty as soon as possible but shall not become effective until the following year.

The bargaining unit representative may appoint one member to the College Faculty Evaluation Committee.

C. MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS

Faculty of the District shall have complete freedom in selecting the professional organizations they may wish to join, without coercion of any kind from any officer or employee of the District.

The use of coercion or pressure by an administrative officer or other District employee or any association or its officers to influence any faculty member or other employee to join or refrain from joining any organization shall be deemed unprofessional conduct.

D. CHARITABLE ORGANIZATIONS

Contributions to any private or public charitable organization are recognized as voluntary actions on the part of each individual employee.

E. FACULTY SECRETARIES

The College shall provide clerical support to meet the needs of academic personnel provided sufficient resources are available. The administration shall periodically review the College workload and budget to determine the need for additional secretaries.

F. EVALUATION OF STUDENTS

The faculty member shall maintain the right and responsibility to determine grades and other evaluation of students within the grading policies of the College, based upon professional judgment of available criteria pertinent to any given subject area or activity for which he/she is responsible. No grade or evaluation shall be changed without approval of the faculty member. However, in cases where the instructor cannot be contacted, a faculty member teaching in the same subject area, the responsible campus dean, and the Registrar may certify grade changes.

G. COMMITTEES

Insofar as possible, committee meetings requiring faculty attendance shall be scheduled on Tuesday and Thursday afternoons. Faculty members serving on standing committees shall be expected to plan her/his load around committee meeting times, if possible.

By October 15 of each year, the following information about College-wide standing committees with faculty membership shall be made available to the bargaining unit representative:

1. A list of all such committees;

2. The charge to the committees;

3. The administrator to whom the committee reports.

If a new standing committee is formed, the above information shall be made available within two weeks. The minutes of College-wide standing committee meetings shall be made available in the College libraries and to PCCEA within 10 working days of their approval.

H. GOVERNING BOARD APPEARANCES

Faculty desiring to appear before the Governing Board in open session, other than during citizens interim, shall apply through the appropriate dean or vice president or to the President, who shall make the necessary arrangement for such appearance. Faculty are encouraged to discuss, and attempt to resolve, their concerns with appropriate College administrators prior to bringing them to the attention of the Board.

ARTICLE V

COMPENSATION

A. FULL-TIME FACULTY SALARY

Effective July 1, 1987, each full-time regular employee in the bargaining unit will receive a salary increase of 7% of their 1986-87 salary.

B. FULL-TIME FISCAL YEAR FACULTY

Salary for fiscal year faculty, if any, will be determined at a conversion of 1.30 from the applicable academic year faculty salary schedule.

C. OTHER INSTRUCTIONAL SALARY RATES - ACTIVITY RELATED

Compensation for instruction-related additional assignments and extra duty is shown below:

ACTIVITY	INCREMENT 1987-88
Archery Head Coach	$3,172
Athletic Director, Assistant,Academic Advisor/Monitor	4,230
Baile Folklorico	1,586
Band Director	2,538
Baseball Head Coach (Men)	3,701
Baseball Assistant (Men)	1,924
Basketball Head Coach (Men)	3,701
Basketball Head Coach (Women)	3,701
Basketball Assistant (Men)	1,924
Basketball Assistant (Women)	1,924
Bilingual Magazine	1,586
Cababi Sponsor	2,538
Campus News Sponsor	3,172
Cheerleading Sponsor	1,523
Chorale Sponsor	2,538
Cross-Country Coach (Men)	3,701
Cross-Country Coach (Women)	3,701
Cross-Country Assistant (Women)	1,586
Drama Productions Director (3 productions)	2,538/Production
Forensics Sponsor	2,538
Golf Head Coach	3,172
Mazagine Sponsor	2,538
Rodeo Head Coach	3,701
Rodeo Assistant Coach	1,924
Soccer Head Coach	3,701
Soccer Assistant Coach	1,924

OTHER INSTRUCTIONAL SALARY RATES - ACTIVITY RELATED (Continued)

ACTIVITY	INCREMENT 1986-87
Softball Head Coach (Women)	3,701
Softball Assistant (Women)	1,924
Tennis Head Coach (Men)	3,172
Tennis Head Coach (Women)	3,172
Track Head Coach	3,701
Track Assistant (Men) (2 Assistants)	1,924/Assistant
Track Assistant (Women)	1,924
Volleyball Head Coach (Women)	3,701
Volleyball Assistant (Women)	1,924
Wrestling Head Coach (Men)	3,701
Wrestling Assistant (Men)	1,924

These increments shall be increased by the percentage increase to the overload faculty rates as approved by the Board.

D. SUMMER SUPPLEMENTAL AGREEMENTS AND GRANTS

Compensation for grants funded in whole or in part by the College shall be $321 per week.

Compensation for grant contracts funded wholly from sources external to the College may be at whatever amount is approved by the granting agency, provided such rate of compensation does not exceed the rate of compensation received by the faculty member under his/her regular contract with the College.

Compensation for non-instructional summer contracts shall be $321 per week.

E. OVERLOAD SALARY, SUMMER SCHOOL SALARY, AND SUBSTITUTE PAY

Overload Salary, Summer School Salary and Substitute Pay are published here for the information of the faculty. Those salaries are established by the Governing Board and are not subject to meet-and-confer negotiations.

The Overload Salary rate is $350/load hour.

The Summer School (1988) salary rate is $321/load hour.

Substitute Pay shall be $40/day and $20/half day.

F. PAY PERIODS

The normal pay period shall be every other Friday during the academic year unless this day falls on a holiday or recess, in which case payment will be made on the last working day immediately preceding that date.

Faculty may elect to have their salary computed on the basis of 20 or 26 pay periods as follows: 20 equal payments during the academic calendar year; 19 equal payments based on 26 pay periods plus a final payment of the entire balance of the contract amount; or 26 equal payments of the contract salary starting at the beginning of the academic year.

Election of salary payment must be made prior to the first pay date of the contract year in accord with Payroll Department procedures. The election is irrevocable during the contract year.

ARTICLE VI

BENEFITS

A. HEALTH CARE

Eligibility for District-sponsored health care programs is limited to full-time faculty working at least thirty (30) hours or full-time faculty who, by prior approval, have up to 2/5 unpaid release time.

1. Health Insurance

The employee will have a choice between plans approved by the Board of Governors. The Employer will pay up to $957 per year towards the cost of such coverage. Dependent coverage may be arranged at the employee's cost.

2. Maternity Coverage

Maternity coverage will be provided in accordance with applicable federal law.

3. Dental Insurance

The College District will pay one-hundred percent (100%) of the premium for dental insurance for each full-time employee and offer the opportunity for payroll withholding for dependents to be covered, as requested by the employee.

B. LIFE INSURANCE

The District will pay one-hundred percent (100%) for the life insurance term policy equal to two (2) times the annual salary of the faculty member, up to a maximum of fifty thousand dollars ($50,000), and will offer the opportunity for the employee to provide for additional coverage. Additional coverage will be paid by the employee through payroll withholding.

C. INCOME PROTECTION DISABILITY

Faculty members are covered by the Long Term Disability Plan of Pima County Community College District.

D. WORKMEN'S COMPENSATION

When a job-related injury causes lost time to an employee, disability compensation is paid to the employee, as provided for under the State Workmen's Compensation Law, commencing on the 8th day of disability. If disability extends beyond fourteen (14) days, compensation is paid from the date of disability. Disability compensation is based upon 66 2/3% of the employee's average monthly wages or $1,325, whichever is smaller.

In cases where disability involves more than fourteen (14) days and the employee has accumulated sick leave, the District, at the option and request of the employee, will pay the difference between the disability compensation described above and his average monthly wages. Such additional pay shall commence after the fourteenth (14th) day of disability and shall be charged against the employee's accumulated sick leave pay until it is exhausted. In no event shall an employee collect more than 100% of her/his monthly base salary.

E. STATE RETIREMENT SYSTEM AND SOCIAL SECURITY

Contributions - the faculty member and the District shall contribute equal amounts to the State Retirement System. Also, the District and employee participate in the Federal Social Security Program.

Requirements of the State Retirement System:

> The Office of the Arizona State Retirement System, P. O. Box 430, Phoenix, Arizona, 85030, administers the State Retirement regulations.

Employees and former employees with questions such as amount of account or withdrawal procedures must contact the above-named office directly.

F. SHELTERED ANNUITIES

The Governing Board has authorized the participation of employees in sheltered annuity programs. The employee may direct the District to deduct a designated amount from her/his salary for the purchase of such an annuity provided the employee selects the company. Employees may begin participation at anytime during the year and may make one change per calendar year, in accord with IRS regulations.

G. EMPLOYEE LIABILITY INSURANCE

The College District provides liability insurance for the protection of the College District and its employees. Employee coverage is extended to cover possible liability arising out of normal duties and responsibilities while acting within the scope and the terms of employment.

H. EDUCATIONAL BENEFITS

The Board of Governors and the District Administration encourage all members of the faculty to upgrade their skills and broaden their general knowledge. Full-time regular employees may enroll in courses at Pima Community College.

The educational benefit allowing faculty, their spouses, and children to enroll in College courses for a single fee of five dollars ($5) per semester applies to the regular, resident registration fee as approved annually by the Governing Board. It is not intended to apply to summer sessions, credit-free programs, or any special course fees which are assessed for special study programs or unusual circumstances.

Other fees to which this college paid benefit does not apply are:

1. Course Repeat Assessment
2. Laboratory Fees
3. ROTC Deposit
4. Business Machine Deposit
5. Music Lessons (private)
6. GED Testing Fees
7. Excessive Loss or Damage
8. Lost Books
9. Health Science Course Liability
10. Returned Check Fee

I. EARLY RETIREMENT PLAN

Starting in fiscal year 1988-89, an early retirement plan will be in effect for eligible full-time employees of the College. The Plan was developed through the efforts of the Early Retirement Committee appointed by the President and is included in this handbook for your information in Appendix D.

The Plan will be implemented with the provision that all eligible applicants will be accepted as funding permits. The Board of Governors reserves the right to deny applications in any year in which an unanticipated number of applicants causes a funding shortfall for the program.

J. FACULTY DEVELOPMENT TRAVEL

Faculty development travel funds shall be allocated to each charge center in the amount of $120.00 per full-time faculty member. The faculty within each charge center shall determine the manner in which the travel funds allocated to that charge center shall be spent. In each case, the faculty travel funds shall be spent for professional development within the faculty member's field of instruction or service.

Faculty will not be required to use their professional development funds for District business.

ARTICLE VII

LEAVES

A. ANNUAL LEAVE

Faculty on fiscal year contracts may accrue two (2) working days of annual leave for each month of service from date of first employment to a maximum of thirty (30) working days.

B. SICK LEAVE

1. Sick Leave Accumulation

At the beginning of each academic year, each faculty member on an academic year contract is credited ten (10) days of sick leave per year. At the beginning of each fiscal year, faculty on fiscal year contract are credited thirteen (13) days of sick leave per year. Other faculty covered by this schedule are credited days proportionate to the number of months of annual employment. Each faculty member may accumulate no more than 120 days sick leave. For faculty members who, as of July 1, 1982, have in excess of 120 days of sick

leave, their accumulation of sick leave shall be frozen at the current level as of July 1, 1982. Accumulation shall resume once the total number of days falls below 120 and may accumulate to no more than 120 days.

In order to qualify under the above provisions, sickness must be such as to confine the person. He/She may be required to present a physician's certificate as proof of illness as requested by the appropriate dean.

For renewed faculty, the provisions of sick leave, provided the faculty member has the accumulated sick leave, may apply when an employee is prevented by illness from starting work at the beginning of the contract term.

Should an employee fail to appear for any reason other than illness, the sick leave for that year will be reduced by an amount proportional to the amount of the contract term that elapses before the employee begins work.

Provided the faculty member has the accumulated sick leave, an absence of not more than five (5) days for any one occurrence may be charged to an employee's sick leave when such absence is due to the serious illness of a member of an employee's immediate family/household. This absence is applicable only after the employee has begun work in the particular year in which the leave occurs.

In addition to the above, travel in connection with the foregoing paragraph, not to exceed five (5) school days for an occurrence, may be charged against sick leave. This applies only when the travel itself requires absence during regular duty hours on a day when school is in session. The amount charged will be the time actually traveled.

2. Personal Leave

Faculty members may request not more than two (2) days of personal leave per year. Such leave must be approved in advance by the appropriate dean except in cases of emergency. Personal leave shall not be deducted from accumulated sick leave.

3. Payment for Accumulated Sick Leave

Faculty members who retire or resign from employment with the College after reaching their fifty-fifth (55th) birthday shall receive compensation for a portion of their accumulated sick leave (including sick leave accumulated prior to July 1, 1982). This benefit shall be calculated as follows:

SICK LEAVE (Continued)

Fifty percent (50%) of the faculty member's daily rate of pay (at time of retirement or resignation) up to a maximum of fifty dollars ($50) per day for no more than one hundred (100) accumulated sick leave days.

This benefit may be received only once by an employee and is not available to employees discharged for cause.

C. BEREAVEMENT LEAVE

Faculty may be granted up to five (5) days paid leave due to a death in the employee's household/immediate family.

Up to five (5) days of sick leave may be used, if available, for travel time when needed with bereavement leave.

D. JURY DUTY

An employee required to appear for jury duty or subpoenaed by the courts, requiring absence from assigned work, will immediately notify her/his immediate supervisor and the District Personnel Office upon receipt of the summons or subpoena. No employee will be subjected to any adverse action because of the length of time spent as a jury member or witness.

While serving on jury duty and away from assigned work, pay received for jury duty will be turned over to the District or a deduction of such amount earned will be made from the salary of the employee.

Travel reimbursement and per diem paid to the employee by the courts will be retained by the employee. All other reimbursement will be transmitted to the District.

Employees excused from jury duty for the day are expected to return to regular College duties for the remainder of the day.

E. MILITARY LEAVE

Faculty members shall be granted leaves of absence from their duties without loss of time, pay or efficiency rating, on all days during which they are employed on training duty under orders with any branch of the armed forces of the United States, for a period not to exceed thirty (30) days in any two consecutive calendar years. The period of time spent in training under orders shall not be deducted from the vacation period with pay to which any officer or employee is otherwise entitled.

F. PROFESSIONAL DEVELOPMENT LEAVE

(See Article VIII - Professional Development Program)

G. UNPAID PROFESSIONAL LEAVE

Faculty may be granted unpaid leave up to one (1) year for professional development and/or service. Faculty may receive more than one unpaid leave during their service to the College.

H. HOLIDAYS AND RECESSES

Faculty members may observe with pay the following holidays and recesses listed in the approved District calendar.

Eligible Faculty

Academic Contract Faculty	Fiscal Contract Faculty
Labor Day (Sept. 7)	Independence Day (July 2)
Veterans Day (Nov. 11)	Labor Day (Sept. 7)
Thanksgiving Holidays (Nov. 26-29)	Veterans Day (Nov. 11)
Winter Recess (Dec. 19 - Jan. 7)	Thanksgiving Holidays (Nov. 26-29)
Rodeo Days (Feb. 25-28)	Winter Recess (Dec. 25 - Jan. 3)
Spring Recess (Mar. 14-20)	Rodeo Days (Feb. 25-28)
Summer Recess begins May 14	Spring Holiday (Mar. 18)
	Memorial Day (May 30)

If a designated holiday falls on a Saturday, the preceding Friday shall be considered a holiday. If a designated holiday falls on a Sunday, the following Monday shall be considered a holiday.

All holidays, recesses, and days of special observance which fall within any paid leave period shall not be counted as leave days.

When the College is closed by Board action, no deduction shall be taken from the annual leave days accrued by faculty members.

The bargaining unit representative shall receive a copy of the College calendar prior to review by the Faculty Council and Final Board action.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT PROGRAM

A. PROFESSIONAL DEVELOPMENT

Professional Development is the process of improving faculty performance. Continued professional development is considered essential to the total educational program. Every full-time faculty member is encouraged to participate in professional development activities designed to help the individual grow as an educator.

Full-time faculty under current Contract of Employment of Pima Community College are eligible for participation in the Professional Development Program. Faculty members must be under the above-mentioned Contract of Employment at the time they apply for units, as well as at the time they perform the activity.

B. PROFESSIONAL GROWTH PROGRAM

The Professional Development Committee and appropriate offices at College and campus levels facilitate the following programs: the Professional Growth Incentive Program, the Professional Development Leave Program, the Faculty Exchange Program, and others. The Professional Development Committee is responsible for formulating program guidelines to ensure compatibility with College goals, for approving professional growth incentive units, for recommending to the President professional development leaves, and for reviewing faculty exchange assignments for compliance with program guidelines.

C. PROFESSIONAL DEVELOPMENT LEAVE PROGRAM

A Professional Development Leave is a compensated leave of absence of one or two semester's duration, subject to the criteria contained in this section. The purpose of the leave program is to provide faculty with extended alternatives for professional development which will benefit students, faculty, and the College District.

Professional Development Leaves approved in accordance with this Article shall number and be compensated as follows:

> "Professional Development Leaves for one semester shall be paid at one hundred percent (100%) of the salary contract for four (4) full-time faculty members. Leaves of one academic semester/year shall be paid at fifty percent (50%) of contract salary for all qualified faculty members who (a) submit an acceptable application, and (b) whose area dean will certify that such leave will not seriously hamper the operation of the subject area involved."

PROFESSIONAL DEVELOPMENT LEAVE PROGRAM (Continued)

Eligibility for Professional Development Leave is dependent upon the following:

1. Completion of six (6) or more consecutive academic years of full-time service to the College as a full-time faculty member. (Up to two (2) semesters of medical leave and faculty exchanges will be considered to be full-time service to the College for the purpose of determining eligibility for the Professional Development Leave Program. Approved unpaid leaves will neither interrupt the continuity of service nor count as part of the six (6) consecutive years.)

2. Submission of a formal application for Professional Development Leave which has been approved by the appropriate administrative dean. The requested leave must be for the fall and/or spring semester of the following academic year. Due date for application is December 1.

3. Faculty who are granted a one-semester leave may apply for the remaining one-semester leave during any academic year following the original year.

4. Once a faculty member has completed a two-semester leave, he/she must complete six (6) or more years of full-time service to the college as a full-time faculty member after returning from such leave before being eligible for a second Professional Development Leave.

The Professional Development Leave applications will be evaluated on the basis of merit by the Professional Development Committee, and their recommendations will be submitted to the President by March 1. The President will notify faculty members of their selection, contingent upon funding, as soon as is reasonable. The list of selectees will be presented to the Governing Board at the March meeting following selection.

All faculty members on Professional Development Leave will be subject to the provisions of the Application for Professional Development Leave and the Faculty Personnel Policy Statement.

Faculty granted Professional Development Leave shall progress on the salary schedule and maintain continuity of insurance and retirement benefits within the College District.

For the purposes of participation in other College Professional Development Programs, faculty on Professional Development Leave will be considered to be full-time faculty; however, Professional Growth Units for participation in activities may be awarded only to faculty who receive less than one hundred percent (100%) remuneration.

Upon return from Professional Development Leave, faculty will be reinstated to their former or comparable position within the College, unless otherwise agreed upon by the faculty member and the College.

After return from Professional Development Leave, the faculty member will complete one (1) semester of full-time service to the College for each semester of Professional Development Leave. Persons not completing the Professional Development Leave as described in the approved application or the post-leave semester may be required to repay all or part of the Professional Development Leave pay. The Professional Development Committee shall recommend to the President that portion of the Professional Development Leave to be repaid.

D. PROFESSIONAL GROWTH INCENTIVE UNITS PROGRAM

The Professional Growth Incentive Units Program is designed to provide full-time faculty with an opportunity to increase salaries through professional development activities.

While prior approval for professional growth activities is not required, it is highly recommended.

General limitations of this program:

- A maximum of fifteen (15) units may be awarded in any academic year.
- Units in excess of fifteen may not be carried over to the next academic year. Partial units (hours) earned that are not in excess of fifteen units may be carried over.
- A maximum of eighty-five (85) units may be earned during one's tenure as a full-time faculty member.
- Units may not be acquired during the faculty member's teaching and office hour responsibilities (27 hours of accountable time).
- Units may not be awarded when the faculty member has received compensation other than negotiated travel monies from the College in pursuit of an activity.
- No units will be granted for activities that are considered part of the normal duties of the faculty member. Examples of these activities would include, but not be limited to the following:

  Club Advising
  Community College Certification Course
  Committee Work
  Faculty Exchange Program
  Professional Reading
  Student Tours

PROFESSIONAL GROWTH INCENTIVE UNITS PROGRAM (Continued)

Faculty on half-pay Professional Development Leave may receive professional growth (PG) units earned for activities other than those outlined on the leave application.

Professional growth units are awarded as listed below:

1. Thirty-two (32) hours of activities equals one (1) PG unit (except for work experience).

2. Forty (40) hours of work experience equals one (1) PG unit.

3. One (1) semester credit hour equals one (1) PG unit or one and two-thirds quarter credit hours equals one (1) PG unit.

4. Only eight (8) hours of activity may be earned in any one day.

Units will be awarded only after:

1. Completion of the activity.

2. Submission of requests and documentation to the Professional Development Committee prior to 4:00 p.m. on the last Friday in September for activities completed during the previous two (2) academic years. Normally, requests and documentation for whole unit awards will be limited to activities which occurred during the academic year immediately preceding the request. However, a provision has been made to allow for hours to be carried over to the next PG period when such hours are insufficient to merit one PG unit. These carryover hours may be claimed for activities which were completed during the two (2) academic years immediately preceding the request.

3. Affirmative recommendation by the Professional Development Committee to the Vice President for Academic Affairs that the units be awarded and appropriate payroll action be taken.

   If a faculty member earns a doctorate from an accredited institution, advancement to sixty (60) units on the salary scale will occur with the next contract offer, at the beginning of the academic year following award of the degree. If a faculty member has already accumulated sixty (60) units when the doctorate is awarded, no advancement will occur as a result of the earned doctorate.

Professional growth units are awarded for activities in the following categories:

PROFESSIONAL GROWTH INCENTIVE UNITS PROGRAM (Continued)

CATEGORY I

1. Academic credit coursework from accredited institutions (Documentation - transcript or grade report).

2. Audit courses from accredited institutions (Documentation - letter from course instructor verifying attendance, classroom hours, assignments completed, course catalog, etc.).

   Limitations:

   a. Community college course is not acceptable.

CATEGORY II

Non-credit courses and courses from non-accredited institution. (Documentation - letter from course instructor verifying attendance, classroom hours, etc., and catalog or brochure description of the course. Each faculty member must submit a letter outlining the specific value of the course to his professional growth.)

CATEGORY III

Artistic activity such as public exhibitions, concerts, dramatic presentations, recitals, productions, performances, colloquia on the arts, published art work, jurying, and poetry/literary readings. (Documentation - media reviews and coverage, regional and national art publications, brochures, programs, letters)

Limitations:

a. Art exhibits must be in a juried show or an exhibit and must be viewed in a public place such as a museum, art gallery, university, etc.

b. A maximum of three (3) units per activity may be awarded.

c. Units in excess of the maximum may be awarded in exceptional circumstances.

d. Vanity gallery, home exhibitions, or home performances are not acceptable.

CATEGORY IV

Publications and other printed material such as the reproduction of refereed papers, books, book reviews, musical scores, articles, stories, lab books, and handbooks. (Documentation - a copy of the printed material)

Limitations:

a. Items printed for use at PCC will be excluded unless reviewed and recommended by the appropriate dean.

b. Printed material must be published in refereed journals recognized and used by faculty in the field.

c. The publication must be appropriate to the faculty member's discipline.

d. A maximum of six (6) units every two years may be awarded.

e. Articles or publications are normally limited to a maximum of three units.

f. Credit will be given in cases where faculty members have received release time or pay to carry out the activity.

g. Credit will not be given for unpublished manuscripts.

CATEGORY V

Certification and licenses which are nationally recognized in an area related to assignments and responsibilities of the faculty member, such as certified public accountant, certified public secretary, certified data processor, and FCC license. (Documentation - a copy of certificate or license)

Limitation:

a. A maximum of five (5) units for each license or certificate may be awarded.

b. No units will be awarded in this category for renewal or maintenance of certificates or licenses.

CATEGORY VI

Institutes, workshops (including preparation time for facilitators, 2:1), seminars, conferences, officer in professional organization and conventions of an educational nature which pertain to PCC assignments and responsibilities. (Documentation - program, brochure, contract and account of hours attended)

Limitation:

No credit will be given for repeated attendance at the same workshop.

PROFESSIONAL GROWTH INCENTIVE UNITS PROGRAM (Continued)

CATEGORY VII

Work experience that falls outside of the faculty member's contractual obligation whether for remuneration or not. (Documentation - letter from employer, copy of contract. The faculty member must submit a letter to explain the value of this work experience to his/her professional growth.)

Limitations:

a. One (1) unit for every 40 hours of activity up to a maximum of nine (9) units every two years for vocational faculty, and a maximum of three (3) units every two years for academic faculty.

b. No units will be granted for self-employment.

c. A letter from the employer describing the activity.

CATEGORY VIII

Travel. (Documentation - plane ticket, hotel receipts. The faculty member must submit a letter describing itinerary and stating the value of this leave to the faculty member's professional development.)

Limitations:

a. Travel must relate to the faculty member's teaching discipline.

b. A maximum of six (6) units every three years may be awarded.

c. Coursework during travel will be considered separately.

d. Activity will begin only after the faculty member has reached a foreign country or designated area.

e. Travel during the faculty member's accountable time will not be accepted.

f. Actual traveling time to and from destination does not apply towards awarding of points.

Appeals

If a faculty member's request for Professional Growth Incentive Units or a Professional Development Leave is denied by the Professional Development Committee, the faculty member may request a reconsideration of her/his request by the Committee. Reconsideration by the Committee shall include any pertinent documentation and/or argumentation submitted by the faculty member and her/his campus dean. The committee will not reevaluate a request that has been through the appeals process and has been denied.

E. PROFESSIONAL GROWTH INCENTIVE RECOGNITION (PR)

The Professional Growth Incentive Recognition Program, through the District Professional Development Committee, rewards faculty members for outstanding activities which support achievement of District goals. The program is one of monetary recognition and consists of a one-time award of one hundred dollars ($100) and a certificate describing the activity. No growth units are awarded under this program.

Faculty members must be nominated for this award by a colleague. The nomination must be directed to the appropriate campus dean, who will then forward the nomination, together with a recommendation for approval or disapproval, to the Chairperson of the District Professional Development Committee. The nomination must include sufficient facts and documentation for a proper evaluation by the Committee.

The District Professional Development Committee will evaluate the nomination and forward the recommendation to the President for final approval and presentation to the faculty member so honored. Faculty members are eligible for more than one award per academic year.

F. Professional Development Activities Recognition

The sum of six thousand dollars ($6,000) is available for awards to faculty members who have accumulated 85 PG units. These awards are intended to recognize significant professional development activities accomplished during the year. The awards are one-time payments to the faculty member. Awards shall be determined by the Vice President for Academic Affairs in accord with criteria developed by the Vice President and representatives designated by the Bargaining Unit Representative.

G. FACULTY EXCHANGE PROGRAM (FE)

Under the Professional Growth Program, a Faculty Exchange (FE) assignment is a leave of absence from the College of not more than two consecutive semesters in which the full-time faculty member exchanges positions with a colleague at another post-secondary institution.

The purpose of the Faculty Exchange Program is to provide the faculty with opportunities for professional growth while experiencing the environment of another institution, and to allow Pima Community College to benefit from having faculty from other institutions serve with the College.

FACULTY EXCHANGE PROGRAM (FE) (Continued)

Eligibility for a Faculty Exchange assignment is dependent upon:

1. Completion of three (3) or more years of full-time service to the College as a full-time faculty member. After completing an exchange assignment, faculty will complete three or more years of full-time service to the College before becoming eligible for another exchange assignment.

2. Locating a faculty member acceptable to the subject area faculty and the appropriate dean at another post-secondary institution who is willing and able to exchange assignments.

3. Submission of a formal application. The requested assignment should be for the academic year following the due date for the application (March 1). The faculty exchange assignment will be evaluated on the basis of merit by the College Professional Development Committee. The Committee will make final recommendation to the President by May 1. The President will notify faculty of their selection as soon as reasonable.

While on faculty exchange assignments, Pima Community College faculty members will be compensated by the College as though they were still employed at the College. The exchange faculty will be compensated by the exchange institution (not Pima Community College). Pima Community College will not assume any financial liability as a result of the faculty exchange assignment other than the payment of the Pima Community College faculty member's normal compensation. Overload assignments, either at Pima Community College or at the exchange institution, do not come under the purview of this Memorandum of Understanding.

For the purpose of participation in other College professional development programs, Pima Community College faculty in the Faculty Exchange Program will be considered to be full-time.

Pima Community College faculty members will be reinstated in their former or comparable positions upon return from the exchange assignment. This faculty exchange assignment shall be considered as time in-service at the College for salary and retirement purposes.

ARTICLE IX

TRANSFERS

Transfers shall be made only in the area of the faculty member's competency as evidenced by appropriate state certification. Each faculty member's preference shall be honored whenever possible. Transfers and changes of assignment shall be on a voluntary basis whenever possible.

A. VOLUNTARY TRANSFERS

1. Present faculty members shall be given first consideration and preference in applying for any faculty positions for which they may be qualified.

2. By mutual agreement, faculty members may request exchange positions on either a temporary or a permanent basis, provided the exchange does not conflict with the instructional programs of the College.

3. Faculty may apply for new, vacant, or exchange positions in another program or campus as such positions become available.

4. In the determination of requests for voluntary transfer within the same job classification, the wishes of the individual faculty member shall be considered. If more than one faculty member applies for the same position, the selection shall be made on the basis of which applicant best meets the instructional or educational support requirements and then on the basis of College-wide seniority.

B. INVOLUNTARY TRANSFERS

1. An involuntary reassignment shall be made only after a meeting of the faculty member involved, and if desired, a representative of the faculty member's choice, and the College President or his/her designee, at which time the faculty member shall be given written reasons for the transfer.

2. Faculty members will not normally be involuntarily transferred or reassigned from their present positions to other District openings when the College deems there are others equally qualified to staff the position.

3. A faculty member being involuntarily transferred or reassigned shall be placed only in a position for which he/she is qualified by state certification and which does not involve a reduction in total compensation for the remainder of the academic contract.

4. Notice of an involuntary transfer or reassignment shall be given in writing to the faculty member as soon as possible.

5. Involuntary transfers or reassignments will be made after due consideration of the need to relocate the affected faculty member. If involuntary transfers or reassignments are necessary, the faculty members with the least seniority shall be involuntarily transferred or reassigned first, providing all other factors are substantially equal.

ARTICLE X

DISCIPLINE, SUSPENSION, AND TERMINATION

No faculty member shall be disciplined, suspended or terminated without just cause. Just cause includes, but is not necessarily limited to, misconduct, inefficiency and/or incompetence, failure to follow applicable College policies and procedures or to cooperate reasonably with fellow employees. Faculty evaluations shall not be used as the sole component in decisions regarding suspension and termination.

A. FORMS OF DISCIPLINARY ACTION

1. Verbal Counseling

Verbal counseling is invoked at the discretion of the supervisor in order to advise an employee of improper performance or conduct and the actions the employee should take to correct the situation. An informal memorandum shall be made to record the verbal counseling, and a copy provided to the employee.

2. Verbal Reprimand

Verbal reprimand may be used at the discretion of the supervisor to orally reprimand an employee for more serious or repetitive improper performance or conduct. An informal memorandum shall be made to record the verbal admonishment, and a copy provided to the employee.

3. Suspension

a. Compulsory Leave of Absence

FORMS OF DISCIPLINARY ACTION (Continued)

i) An employee may be placed on compulsory leave of absence in cases where it is deemed to be in the best interest of the College while an investigation is being conducted of the circumstances, happenings, occurrences or conduct of the employee which led to the compulsory leave of absence. Said leave shall continue for not more than fifteen (15) working days. By action of the Governing Board, such actions may exceed fifteen (15) days.

ii) Upon the expiration of fifteen (15) working days, the employee will be returned to work or advised of other action to be initiated.

iii) Any faculty member placed on compulsory leave of absence pursuant to this section shall continue to receive regular salary.

iv) A compulsory leave of absence may be grieved.

b. Suspension Without Pay

i) A suspension without pay is considered to be a significant disciplinary action and may be used for more serious incidents or repetitions of improper performance or conduct.

ii) Suspensions without pay may continue for a period of one (1) to fifteen (15) working days. By action of the Governing Board, such actions may exceed fifteen (15) days.

iii) Notice of suspension without pay shall be delivered to the employee personally or by certified mail, return receipt requested, at her/his last known address. The notice shall contain the specific reason(s) in sufficient detail to inform the employee of the reason(s) for suspension without pay and to also advise the employee of her/his right to grieve the suspension within ten (10) calendar days.

iv) If the ruling is made in favor of the grievant, back pay will be forthcoming.

B. TERMINATION OF FACULTY MEMBER

Termination may be used for the most serious incidents or repetitions of improper performance or conduct.

Upon a written statement formulated by the President, and recommended to the Governing Board charging that there exists cause for the termination of a faculty member of the District, the Governing Board, through the President, shall give notice to the faculty member of this intention to terminate at the expiration of thirty (30) days from the date of the service of the notice or at the end of the academic year, whichever is sooner. If, however, the affected faculty member appeals the intention to terminate his/her employment within five (5) working days from her/his receipt of the notice of the proposed action pursuant to Level IV of the Grievance Procedure, the termination procedure will be suspended pending completion of the appeal.

Notice of intention to terminate shall be delivered to the affected faculty member either personally or by certified mail, return receipt requested, at her/his last known address. The notice shall contain the specific reason(s) for termination and a notice of the faculty member's right to appeal the proposed action within five (5) working days of receipt of this notice pursuant to Level IV of the Grievance Procedure.

ARTICLE XI

COMPLAINTS AGAINST FACULTY

A. If a complaint is received from a College student or employee concerning a faculty member, the basic information and the complaint are to be referred to the appropriate dean. The dean shall confer with the complainants for the purpose of ascertaining the nature of the complaint.

B. The existence and nature of the complaint shall be promptly called to the faculty member's attention.

C. The appropriate associate dean or campus dean shall work in confidence with the complainant and the faculty member in an effort to resolve the conflict.

D. If the complaint is not resolved to the satisfaction of the complainant within ten (10) working days after the initial meeting with the appropriate dean, the complainant may lodge a written complaint with the Vice President for Academic Affairs. (Note: a faculty member will not be required to respond to any complaint which is not in writing over complainant's signature or to complaints which do not have specific reference of underlying facts; i.e., dates, time, places, etc.). Within ten (10) working days of receipt of the written complaint, the faculty member shall submit a written response to the Vice President for Academic Affairs. If no signed written response is submitted in the ten (10) day period, the complainant's allegations will be taken as true, and the matter will be dealt with by the appropriate administrators pursuant to applicable College policies regarding discipline, suspension, and discharge.

E. Under this section, any complaint of alleged misfeasance or malfeasance of duties must refer to actions of the faculty member done in performance of her/his contractual duties. A grade change request based strictly upon academic considerations shall not be considered a complaint against a faculty member.

F. The administration shall review the matter within ten (10) working days of receipt of the faculty member's response. Following such review, the disposition of the complaint shall be given in writing by the administration or its representative to the faculty member and the complainant. As a result of such review, the administration shall either:

1. dismiss the complaint, or

2. act on the complaint, in which case the faculty member shall have the protection of the grievance procedure.

ARTICLE XII

MISCELLANEOUS CONDITIONS OF EMPLOYMENT

A. PATENTS, COPYRIGHTS

A joint administration and faculty task force is currently reviewing patent and copyright laws and Board policies for the purpose of updating this section.

B. TEXTBOOK ROYALTY

If a textbook written by a faculty member is published without being refereed and is adopted for use in the faculty member's own classes and must be purchased by the students, then royalties from such sales cannot accrue to the benefit of the faculty member.

C. OUTSIDE EMPLOYMENT

All faculty members shall be free to seek and engage in outside employment so long as such employment does not interfere with the full and proper discharge of their professional responsibilities to the College.

D. HEALTH AND SAFETY

The Board shall at all times provide and maintain facilities, equipment, and a general educational environment which do not in any way endanger or otherwise jeopardize the health and safety of faculty members or students. Faculty members shall not be required to work under unsafe conditions or to perform tasks which endanger their health and safety.

Health and safety procedures will be distributed to faculty by October 1, 1987. Subsequent changes to the Health & Safety Manual will be distributed to faculty.

E. OUT-OF-POCKET EXPENSES

No faculty member shall be obligated to incur out-of-pocket expenses for the performance of required duties. No faculty member shall be required to transport students in her/his private car, nor shall a faculty member be required to use her/his car for District business. If, however, a faculty member chooses to use a privately owned vehicle for approved District business, the District shall provide reimbursement for such use at the official state mileage rate plus tolls.

F. PAST PRACTICES

In cases of precedents established by management regarding faculty working conditions, these shall not be changed, except as provided in these policies, without notification of the bargaining unit President.

G. RETIREMENT

Normal retirement age is sixty-five (65). A retired employee may be employed by the College as an associate faculty member or on a part-time temporary basis, at current rates of pay and in accord with rules and procedures for such employment.

H. RETRAINING

Faculty members in subject areas of declining enrollments, or in other situations where the interests of the individual and the College will be well served, may be granted up to 10 hours per week of their accountable time to participate in approved retraining programs. Requests for such retraining must be approved, in writing, by the Vice President for Academic Affairs.

ARTICLE XIII

RETRENCHMENT OF FACULTY

A. STATEMENT OF INTENT

One of the primary duties of the College is to ensure that its academic priorities remain permanent, particularly with regard to the quality of instruction.

Faculty layoffs may occur during an enrollment decline, financial exigency, or program reduction. Such layoffs shall occur in accordance with the terms of this retrenchment policy, and after efforts have been undertaken to alleviate the enrollment decline, financial exigency, or program reduction by rigorous efforts in all other segments of the College.

B. DEFINITIONS

Lay-off shall mean a reduction in the total number of faculty of the College due to a demonstrated enrollment decline or financial exigency which affects an individual program or the College District as a whole.

An enrollment decline shall mean two (2) consecutive semesters of declining full-time student equivalents in the College District or in a program.

A financial exigency shall be deemed to exist when substantial or recurring diminishing financial resources threaten the ability of the College to meet its present financial obligations.

Program reduction means a decision to terminate a faculty member through cancellation, consolidation, or realignment of a program or discipline for reasons other than financial exigency (see Financial Exigency following pages).

C. PLANNING FOR RESOURCE REDUCTION

The bargaining unit representative recognizes a responsibility to assist the College in times of financial exigencies. It also recognizes that advance planning is necessary if reaction (as opposed to planning) to crisis is to be avoided. Towards this end, the following procedures should be implemented:

PLANNING FOR RESOURCE REDUCTION (Continued)

1. The President shall meet with the bargaining unit representative by October 15 to discuss the general programs. If a financial exigency or decertification of a program by an official accrediting agency is likely to occur, the bargaining unit representative shall appoint a committee to assist the President in planning for such exigency.

2. The purpose of such committee shall be as follows:

   a. Describe any trends that may indicate a developing need for cancellation, consolidation, realignment, or deletion of programs or discipline.

   b. Recommend a series of alternatives that would lead to a renewal, consolidation, or termination of programs or discipline.

   c. Recommend a series of alternatives to reduce the full-time instructional and non-instructional expenses of the College through accountability, reduction in services, etc.

   d. Recommend a series of steps that would equitably retrench College employees.

   e. Recommend to the President the findings and recommendations for the programs or disciplines identified within thirty (30) days of the activation of the committee.

D. PROGRAM REDUCTION

If program reduction is undertaken on the grounds of enrollment decline, the decline should be substantial within the discipline and be demonstrable over a period of at least two (2) semesters and projected as a continuing trend.

When such an enrollment decline is projected, the following guidelines should apply:

1. Program reduction should consider entire programs, disciplines, or services and not individuals within a program, discipline, or service.

2. Wherever possible, programs, disciplines, or services affected by enrollment decline should be consolidated into other appropriate programs, disciplines or services, or onto one campus location.

3. Should a program, discipline, or service be overstaffed, full-time faculty should be considered for the following options:

- Assignment to extended day on any campus
- Assignment to more than one campus
- Assignment to teaching in other certifiable areas
- Other options wherever possible

E. FINANCIAL EXIGENCY

One of the primary duties of the College is to ensure that its academic priorities remain paramount, particularly with regard to the quality of instruction or educational support services. Any reduction for budgetary reasons of full-time faculty should occur as one of the last resorts during a state of financial exigency.

When a state of financial exigency is deemed to exist (see definition), the following procedures and/or recommendations should be considered:

1. The Committee, as set forth in the Section entitled Planning for Resource Reduction, should be called to proceed with the recommendations called for in this section.

2. All other reasonable means of achieving cost saving in other areas of the College should be explored before layoff decisions are reached.

3. Notice of a possible faculty layoff to be given affected faculty members one year in advance of the layoff wherever possible.

4. In the absence of any other mutually acceptable criteria for layoff, any individual laid off should be the least senior faculty member certified to teach in that particular discipline. Should the layoff be necessary without regard to disciplines, the least senior members would be laid off first.

   Full-time faculty members who are selected for layoffs should be provided with a written notice of the reasons for their selection.

As part of its planning procedures, the administration will share appropriate materials with the bargaining unit representative as the two mutually attempt to alleviate the financial problems.

In addition to the items outlined in Planning for Resource Reduction, the Committee may also consider the following:

1. Whether in view of the primacy of academic goals at the College, the reduction of full-time faculty is an appropriate method of cost saving.

2. Whether enrollment projections are consistent with the proposed reduction in the full-time faculty.

FINANCIAL EXIGENCY (Continued)

3. Whether all means of reducing the full-time faculty (such as early retirement, voluntary resignation, and voluntary transfer to reduced time status and redeployment, unpaid leave, etc.) have been exhausted.

4. The Committee shall normally be expected to complete its recommendations within thirty (30) days of its activation.

5. After the selection of the full-time faculty members who are to be laid off, but prior to the implementation of such layoffs, every reasonable effort shall be made to secure positions elsewhere in the College for those individuals who are to be laid off. Individuals who accept such alternate employment retain all pre-existing employment rights, including credit for sabbaticals, salaries, and sick leave. Individuals who accept such alternate employment shall be given the opportunity to retrain for their new duties whenever possible.

6. Groups and/or individuals who are selected for layoff pursuant to this Policy may grieve their selection.

7. Faculty members who are laid off shall have, for a period of two (2) years, a right to first refusal for any post in their area of certification, unless it can be demonstrated that the post is so specialized that it cannot be filled by the candidate or by a rearrangement of the duties of other members of the same academic area. Disputes arising out of these recall procedures are referable to the grievance process set out in this Policy.

8. Individuals who are recalled pursuant to paragraph 8, shall have up to thirty (30) days to accept such recall offer.

9. Layoff pursuant to this Article is not dismissal for cause, and shall not be recorded or reported as such.

ARTICLE XIV

GRIEVANCE

A. Grievance Procedure

1. Definitions:

Grievance - an alleged violation, misapplication or misinterpretation of the terms and conditions of this Policy.

Grievant - the person or persons making the allegation.

2. Intent:

The intent of this grievance procedure is to secure an equitable solution to a claim of a grievant in an equitable manner and at the lowest possible level. The grievance procedure is recognized as a non-judicial process. The grievant has the right to representation of his/her choice at any level of the process.

3. Scope:

Grievances shall be waived if they are not presented for resolution at the informal level within fifteen (15) work days after the alleged violation.

4. Time Limits:

Grievances shall be processed as rapidly as is consonant with the right of the grievant. The time limits at each level of the grievance may be extended by mutual agreement.

If a grievance is filed at such a time that it may not be processed through all levels by the end of the academic year, the process shall be accelerated, insofar as possible, so that the procedure may be completed prior to the end of the academic year or as soon thereafter as possible.

5. Grievance: Informal Process:

The immediate associate dean or campus dean (if no associate dean exists) and the grievant shall meet informally to resolve the grievance.

If resolution is not reached by informal means within five (5) working days after the meeting, the grievant may initiate the formal grievance process by filing a written grievance within seven (7) working days.

6. Grievance: Formal Process:

LEVEL I

A written grievance shall be filed with the campus Executive Dean or with the appropriate administrator.

It shall include the reasons for the grievance, the portions of the Policy Statement allegedly violated, evidence supporting the grievance, and request for remedy.

The appropriate administrator shall meet with the grievant within five (5) working days of receipt of the grievance to resolve the alleged violations. Within seven (7) working days after this meeting, the appropriate administrator shall provide the grievant with a written response to the grievance.

LEVEL II

If the grievant is not satisfied with the decision at Level I, the grievance may be presented to the President within five (5) working days. The Level II grievance shall include all documentation from Level I and shall specify the reason(s) why the Level I decision is unacceptable.

The President or the President's designee shall meet with the grievant within seven (7) working days of receipt of the grievance. Within seven (7) working days following the meeting, the President or the President's designee shall furnish the grievant with a written response to the grievance. In the event that the President or the President's designee does not respond within the time limits, the grievance shall be settled on the basis of the grievant's initial request for remedy.

LEVEL III

If the grievant is not satisfied with the decision at Level II, the grievant may, within five (5) working days, inform the President, in writing, that he/she wishes to proceed to Level III. The grievant may select from the following alternatives:

Alternative I:

The grievant may request that the Board of Governors review his/her grievance. The Board of Governors, within thirty (30) calendar days after receipt of the written request for review, may review the grievance and render a written decision to the grievant. Should no review take place within thirty (30) calendar days, the decision at Level II is final.

Alternative 2

Within five (5) calendar days from the filing of the grievance by the grievant, the President's designee and the grievant shall agree on an arbitrator, and if they are unable to agree on an arbitrator, either party may request the Federal Mediation and Conciliation Service or American Arbitration Association to submit to them a list of seven (7) arbitrators who have had experience in the public sector. The parties shall, within three (3) calendar days of receipt of said list, select the arbitrator by alternately striking names from said list until one (1) name remains. Such person shall then become the arbitrator.

Within fifteen (15) calendar days from the date he/she accepts the appointment, the arbitrator so selected shall hold a hearing at a time and place convenient to the parties.

The arbitrator shall be bound by the following:

1. The arbitrator shall neither add to, detract from, nor modify the language of this Policy Statement.

2. The arbitrator shall expressly be confined to the precise issues submitted by the parties, and shall have no authority to consider any other issue not so submitted.

3. The findings of the arbitrator shall be advisory to the Board of Governors. A copy of the findings shall be submitted to both parties within thirty (30) calendar days of the hearing. Upon receipt of the arbitrator's findings, the Board of Governors shall announce its final decision no later than the second regular Board meeting following such receipt. The cost(s) of the arbitration and any other mutually incurred cost(s) shall be borne equally by the parties.

7. Grievance: Termination:

Grievances involving termination shall commence at Level III within ten (10) working days from the receipt of the notice of the proposed action.

For grievances involving termination, a hearing by the Board of Governors is mandatory upon request by the grievant. Within twenty-one (21) calendar days of the request for a hearing, the Board of Governors shall hear the matter. (For purposes of this hearing, a quorum of the Board of Governors is sufficient. Within forty-five (45) calendar days after the hearing, the Board of Governors shall render a written decision to the grievant.

ARTICLE XV

BARGAINING UNIT REPRESENTATIVE RIGHTS

A. USE OF FACILITIES

Upon written request and with reasonable notice, the College shall make available to the bargaining unit representative an appropriate room for bargaining unit representative meetings, so long as the bargaining unit representative use does not interfere with the officially scheduled operation of the College.

A bargaining unit representative may use College office equipment and copy machines and audio-visual equipment (e.g., slide and film projectors, opaques and screens) when such equipment is not otherwise in use. The bargaining unit representative shall furnish its own consumable supplies and pay any lease costs for printing and copying.

B. COMMUNICATIONS

The College agrees to provide adequate bulletin board space on the West Campus, Downtown Campus, Community Campus, and East Campus for the exclusive use of the bargaining unit representative for posting official notices pertaining to bargaining unit representative business. The bargaining unit representative may use the College mail services and faculty mail boxes for internally generated communications to faculty members, but it shall pay its own United States postage costs.

C. ACCESS TO MEMBERS

Duly authorized representatives of a bargaining unit representative shall be permitted to transact official bargaining unit representative business on College property, provided that this shall not interfere with their contractually assigned duties and responsibilities or interrupt classroom instruction or other College activities.

D. INFORMATION

The College agrees to make available upon request data and information which may be necessary for a grievant to process any grievance or complaint.

The College shall furnish to a designated official of a bargaining unit representative a copy of the Board agenda and packets for public meetings by 4:00 p.m. on the Monday immediately preceding any Wednesday meeting of the Board, if possible.

E. RELEASED TIME

At the beginning of the academic year, the College shall credit the bargaining unit representative with paid released time equivalent to thirty (30) load hours. These thirty (30) load hours must be taken in full class modules. Such time shall be used by the bargaining unit representative for the purposes of transacting bargaining unit representative business, processing grievances, and engaging in meet-and-confer sessions with the College.

F. OFFICE FACILITIES

The College agrees to provide to the bargaining unit representative at least one hundred and fifty (150) square feet of office space in a permanent location. Faculty members shall be permitted to receive telephone calls from bargaining unit representative agents or representatives in their office.

G. DUES DEDUCTION

Authorization: Any member of the bargaining unit representative may sign and deliver to the Fiscal Services Office an authorization for payroll deduction of bargaining unit dues.

Regular Deduction: Pursuant to a deduction authorization, the Fiscal Services Office shall deduct a portion of total dues from the regular salary check of the member each pay period beginning with the check following receipt of the deduction authorization and ending with the last check in May. The total deduction shall be divided equally among each of the pay periods.

Duration: Such authorization shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice.

Termination: When any member terminates employment prior to May, the Fiscal Services Office shall notify the bargaining unit representative of the amount of dues paid at the date of termination.

Transmission of Dues: the tenth (10th) working day of every month, the Fiscal Services Office shall transmit to the bargaining unit representative the total monthly deduction for professional dues and a listing of the faculty members for whom deductions were made.

H. STATUTORY CHANGES

1. Improvements in faculty benefits which are brought about by the amendment or addition of statutory guarantees now provided in Arizona in law should be incorporated into this Policy Statement.

2. Reduction or elimination of faculty benefits which are brought about by the amendment or repeal of statutory guarantees incorporated into this Policy Statement should obligate the parties within ten (10) days of such reduction or repeal to negotiate for an acceptable alternative benefit.

I. MEET-AND-CONFER COST

Cost and expenses incurred in securing and utilizing the services of a consultant are the responsibility of the party engaging this service.

J. SAVINGS CLAUSE

The provisions of this Policy Statement are declared to be severable and if any section, subsection, sentence, clause or phrase of this Policy Statement shall for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Policy Statement.

Should a provision or application be deemed invalid, as described in paragraph 1 above, the parties should meet no later than ten (10) days after such court action to negotiate an acceptable alternative to the provision or provisions affected.

If any provision of this Policy Statement is in conflict with Federal Executive Orders (applicable to the College), federal regulations pertaining thereto, or any state or federal laws, the provisions of such orders, laws, federal regulations, and rules shall prevail. All other provisions or applications of this Policy Statement shall remain in full force and effect.

APPENDIX A

NEGOTIATIONS WITH EMPLOYEE REPRESENTATIVES

The Pima County Community College District Governing Board may accept petitions by employee groups requesting recognition as organizations to provide input for the development of personnel policies directly and substantially related to wages, salaries, and working conditions. Such recognition does not preclude input from others. Input from Board-recognized organizations shall occur within a formally structured process.

In order to facilitate this process, the Board adopts this negotiations policy.

I. RECOGNITION

Categories of employees eligible to form organizations to negotiate with the administration and Board are:

(1) Classified Employees - Non-Supervisory

(2) Classified Employees - Supervisory

(3) Faculty

In the event an organization presents to the Board of Governors a petition with signatures of at least 30% of the employees within any of the above categories, the Board may direct that any election be held to determine representation, if any.

Should the Board determine such an election shall be held, it will be no later than 30 days of receipt by the Board of the petitions. Such an election will be administered by a party mutually agreed upon by the organizations which appear on the ballot. Should the organizations be unable to agree upon a party to administer the election within 10 days of the receipt by the Board of the petitions, the Board, or its designee, shall appoint such a party. In addition to any organizations appearing on the election ballot, there shall also be the option of "no representation". The costs for a recognition election ballot shall be borne equally by any organizations appearing on the ballot.

The winner of said election shall be that organization, if any, having the majority of votes cast. In the event there is no majority, a run-off election between the two highest vote-getters shall take place within 30 days. A majority vote will determine which organization, if any, will become the bargaining unit representative. In the event of a tie vote, the Board shall determine the run-off procedure. If there is a run-off election in which "no organization" appears on the ballot, the cost of the election shall be borne equally by the organization and the Board of Governors.

II. CHALLENGE TO RECOGNITION

A challenge to the recognition of a Board-recognized bargaining unit representative may be initiated no earlier than October 1 of any year. Petitions containing the signatures of at least 30% of employees within a bargaining unit must be submitted to the Board no later than November 1.

If the Board, or its designee, validates the petitions, an election shall be held no later than December 1.

The election shall be considered by a party mutually agreed upon by the organizations appearing on the ballot and the Board. In the event the parties cannot agree upon a third party within 10 days of the Board's validation of the petitions, the Board, or its designee, shall appoint such a third party. The said third party shall develop rules regarding appropriate and allowable campaign practices, as well as conducting the election itself. The voters in the bargaining unit shall be given the option of "no representation" in addition to those organizations appearing on the ballot. The winner of said election shall be that organization, if any, having the majority votes cast. The cost of said election shall be borne equally by those organizations appearing on the ballot. In the event there is no majority, a run-off election between the two highest vote-getters shall take place within fifteen (15) days.

A majority vote will determine which organization will become the bargaining unit representative. In the event of a tie, the Board shall determine the run-off procedure. If there is a run-off election in which "no representation" appears on the ballot, the cost of said election shall be borne equally by the organization and the Board of Governors.

Results of the election shall be reported to the Board at the next regular meeting following the conclusion of voting. In the event an organization seeking to become the bargaining unit representative is the winner of the election, such organization shall immediately become the bargaining unit representative.

III. AUTHORITY OF MANAGEMENT REPRESENTATIVE

Those persons designated by the Governing Board to negotiate with bargaining unit representatives have full authority to negotiate and sign memoranda of understanding on items agreed to during negotiations. Such memoranda are subject to review by College legal counsel and are not considered College policy until reviewed and approved by the Governing Board.

IV. LEGAL COUNSEL

All memoranda of understanding shall be submitted to legal counsel for review. Legal counsel shall review such memoranda separately, and, at the conclusion of negotiations and prior to submission to the Governing Board, shall review the policy statement as a whole.

The purpose of such review shall be to assure that all provisions are legal and within the authority of the Board. Additionally, counsel shall advise whenever provisions or language, in his opinion, pose potential legal problems.

V. NEGOTIATIONS

A. Negotiations shall occur between a management team, appointed by and representing the President and Governing Board, and a team representing the employees in the bargaining unit. Each team shall be comprised of no more than five College employees and each team may also allow no more than two non-employee agents to be regular participants.

B. GROUND RULES

Prior to commencement of negotiations, the parties shall establish ground rules for the conduct of negotiations. These shall include, but not necessarily be limited to, the following:

meeting times
beginning and ending of negotiations
record of sessions
date on which proposals shall be exchanged
spectators
team membership

C. DISPUTE RESOLUTION

If at the conclusion of negotiations of all items under discussion, either party concludes that further negotiations are unlikely to produce agreement on any negotiable issue, that party may request facilitation by a neutral third party. Upon approval by the Governing Board of such a request, the two parties shall agree upon a neutral third party to provide such facilitation. The Board is in agreement with the concept of third party advice to resolve serious disputes arising from negotiations. At the same time, the Board recognizes the responsibility to retain its authority to make decisions without restraint or inhibition and reserves its right to approve or disapprove each request for third party intervention.

D. UNIT INDIVIDUALITY

The Board recognizes negotiations as a process whereby each employee group can bring forth for discussion issues of importance to that group. Recognizing that priorities may differ, agreements related to similar issues may differ.

APPENDIX B

TASK FORCE REPORT ON ACADEMIC ORGANIZATION

Since 1984-85, a joint faculty-administration task force studied the academic organization of the College. Items for Task Force consideration included, but were not limited to, the organization of academic departments, the role of chairperson, and academic articulation and communication.

The Task Force shall submit its findings and recommendations to the Vice President for Academic Affairs not later than April 1, 1987.

The final recommendation and implementation plan shall be included as an information appendix.

TASK FORCE ON ACADEMIC ORGANIZATION

Pima Community College

Final Report

March 30, 1987

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SCOPE OF THIS REPORT

This final report summarizes the activities and presents the recommendations of the Task Force on Academic Organization from its inception in November 1984 through its final meeting in February 1987. Recommendations presented in the annual summaries of April 1985 and March 1986 are either repeated here or incorporated into the final recommendations.

HISTORY OF THE TASK FORCE

1984-85 Policy Statement

The need for a task force to consider changes in the academic organization of Pima Community College was discussed during the meet-and-confer process in the spring of 1984. Both parties agreed that a number of problems which had surfaced repeatedly during negotiations could not be permanently resolved without some changes in the way that faculty members participated in the decision-making and operational functions of the College. As a result, the following paragraphs appeared in Appendix B of the 1984-85 Faculty Personnel Policy Statement:

> A joint faculty-administration task force will be established to study the academic organization of the College. Items for Task Force consideration will include, but not necessarily be limited to, the organization of academic departments, the role of chairpersons, and academic articulation and communication.
>
> The final recommendation and implementation plan shall be included as an Information Addendum to the Faculty Personnel Policy Statement.

Membership

In early October 1984, shortly after the first "El Con Workshop," a memorandum soliciting their participation was sent to all PCC faculty by then-Provost Agrella and Bob Longoni, who represented the faculty bargaining unit. The memo described the importance of representation from each campus, from various disciplines and functions, and from unusual as well as routine operational units of the College. All faculty who volunteered, at that time or later, were appointed to the Task Force.

The initial membership consisted of seventeen faculty volunteers and four administrators, appointed by the Provost. At the first meeting the Task Force agreed that the criteria for membership described in the initial memo had been met.

Although there was some turnover from year to year, a core of eleven members served on the Task Force for the duration of its existence: administrators Ed Acuña, Miguel Palacios, Wes Soderquist and Ken White; faculty members Liz Bailey, Louise Haugh, Ed Johnson, Karl Johnson, Bob Longoni, Tim Murphy and Chris Scharf.

Others who served for all or part of the final year or for other significant periods were Mary Helen Allison, Brenda Beckman (until her presen appointment), Ken Chiaro, Ignacio Garcia, Margaret Catlin, Ed Duperret, Carol Gorsuch, Peggy Holleman, Jo Ann Little and Cynthia Zahn. Several other faculty members served on Task Force committees without participatin in the Task Force as a whole. Dr. Fred Harcleroad also attended the meetings as a consultant.

Bob Longoni was elected chairperson for each of the three years.

Definition of Task Force Role

Initially the Task Force had to deal with a basic issue regarding its charge. Was its purpose to evaluate specific areas of the College organization and recommend changes to alleviate the most pressing problems, or was it to evaluate the entire academic structure and recommend sweeping changes that would assure a continually effective design for carrying out the College's mission? Both positions received strong support.

In the end it was agreed that recommendations to correct problems had to come first, but that the groundwork should be laid for desirable transformational change. This effort would include cultivation in all College personnel of key attitudes, including a spirit of collegiality with an emphasis on decision-making by consensus. An early report of the Goals Committee included the following passage:

> We must increase our skill in team building and communication, and learn to trust each other more. We must soften the distinctions, not only among campuses but also between administrators and faculty. El Conquistadór style, we must increasingly become one college.

It should be noted that in spite of a runaway list of practical problems--only some of which could be fully identified and dealt with in three years of work--the Task Force adhered to this basic posture, employed it in all its own dealings, and continued to invite the possibility of long-range institutional growth.

Identification of Issues and Formation of Committees

The Task Force quickly focused on several issues that were comprehensive enough to cover the chief concerns that led to its formation.

These issues were suggested by the following basic questions: How is the College organized academically? What is the role of the faculty within that organization? How can the efforts of faculty members on different campuses and in different disciplines and roles be coordinated for the benefit of all students? What is the best way to provide faculty with opportunities for career advancement and mobility within the College?

It was soon confirmed that while the roles and responsibilities of campus and district administrators--from associate deans to the Vice-President for Academic Affairs--were clearly delineated, those of the key personnel and decision-making bodies closest to the educational process itself--such as department chair and college subject area committees--were nebulous and often controversial.

The first two committees were established to make recommendations concerning department chairpersons and academic articulation and communication. A third committee was set up to deal with faculty mobility and career ladders. Later in the same academic year a committee was added to review the work of the Task Force and suggest directions for future efforts.

After the first year two more committees were created, one to deal with faculty involvement in decisions about class size and another to investigate non-traditional faculty roles. In the spring of 1986 a Documents Review Committee was established to insure congruency between Task Force documents and those of other College bodies and to assist in implementing Task Force recommendations.

The Task Force usually met once or twice per month during each academic year, primarily to review the work of the committees, then approve recommendations and monitor their implementation. Some of this work was conducted during scheduled Faculty Development Day events.

The remaining section of this report describes briefly the work of the committees and presents their recommendations (and others from the Task Force as a whole) for implementation by the appropriate College agencies.

NOTE: The terms committee and subcommittee are used interchangeably in this report. Initially, subcommittee was used exclusively; later committee gained favor. It is hoped that any inconsistency in the reports will not be a source of confusion for the reader.

COMMITTEE REPORTS AND RECOMMENDATIONS

I. SUB-COMMITTEE ON ACADEMIC ARTICULATION AND COMMUNICATION

FINAL REPORT

February 13, 1987

BACKGROUND

The sub-committee membership has been consistent with the following people: Tim Murphy - Chair, Wes Soderquist, Ed Duperret, Ed Acuna, Liz Bailey.

The sub-committee developed guidelines in answer to a Task Force goal to identify the best way to make and carry out decisions affecting courses, schedules and staffing. The Task Force is particularly interested in what happens within and between departments and within and between campuses.

The Guidelines for College Subject Area Committees were developed, shared with all faculty, revised, implemented on a trial basis, evaluated through a questionnaire, again revised and subsequently used. The Guidelines for Class Schedule Articulation Agreements emerged from a need to implement a decision making process that could not be resolved by a CSAC. These guidelines were distributed and discussed in large group presentations on Faculty Day, January 1986. (See Appendix A and B for copies of guidelines.)

The sub-committee chair worked with a sub-committee of the Instructional Services Committee to make the CSAC an integral part of the total curriculum process.

Another sub-committee of the Task Force looked at these and other documents to insure congruency among all Task Force and related college documents.

CURRENT STATUS

The Guidelines were implemented and discussed during Faculty Day, January 1986. Feedback from CSAC minutes and returned questionnaires indicates the process is being accepted and utilized. Other groups organized along the same concept but not dealing in curriculum or a subject area used the same model and developed their own guidelines to meet their needs. (See Appendix C.

A final questionnaire was distributed to all faculty in the Fall, 1986 to determine any problem with CSAC membership.

(See Appendix D for survey results.)

NOTE: Results of earlier surveys by this committee are included in the March 1985 Task Force Report. Appendix B.

CONCLUSIONS

- College Subject Area Committees are functioning.
- A Class Schedule Articulation process is available if needed to resolve schedule conflicts not resolved by CSAC.
- Most CSAC's do not have a problem with the membership guidelines.
- No one is responsible at the College level for reviewing and responding to CSAC recommendations or actions.

RECOMMENDATIONS

- College Subject Area Committees be continued.
- CSACs and Class Schedule Articulation Agreements are the responsibility of the Office of Vice President of Academic Affairs.
- CSAC minutes should be sent to the Vice President of Academic Affairs and all Deans.
- Recommendations and Articulation Agreements made by CSACs be put in writing to the Vice President of Academic Affairs with copies to all Deans (including Bilingual and International Studies and Community Services).
- Recommendations should be responded to by the Vice President of Academic Affairs to the CSAC facilitator within a reasonable time.
- Guidelines for College Subject Area Committees and Class Schedule Articulation Agreements be included in a supplement to the Policy Statement.
- All documents developed within the college should be reviewed for congruency with existing college documents. The Vice President of Academic Affairs is responsible to see that the documents are reviewed.
- Efforts at academic communication and articulation be supported.
- An Articulation Agreement Form be developed and used in all cases when Articulation Agreements are approved by a CSAC or an articulation meeting.

II. Committee on Class Size

Members: Pat Davis, Jo Ann Little, Bob Longoni (Chair)

This committee was established to determine how faculty could be involved most effectively in the decision-making process regarding class size. Through several meetings with administrators, the committee learned of the complexities involved in these decisions before making the two following sets of recommendations:

February 20, 1986

In the belief that pedagogical effectiveness alone should determine class size, but recognizing that other factors such as limited financial resources must be considered, we offer the following recommendations for the establishment of maximum class size figures in the College:

That the Vice President for Academic Affairs in Fall 1986 ask each College Subject Area Committee to review the current maximum class size for each of its courses taught anywhere in the College.

That the CSAC then submit a report to the Vice-President identifying any problems with the current practice. Recommended changes should be accompanied by a statement of rationale which may include a description of the ideal class size, with appropriate explanation.

That the CSAC meet with the Vice-President and Executive Deans to explore means of resolving the problems identified in the CSAC report.

Finally, that this procedure be followed whenever a problem with maximum class size is identified and that a full review be conducted by each CSAC at least once every three years.

Second Class Size Report
February 13, 1987

In order to promote the wisest possible decisions regarding the cancellation of classes, we make the following recommendations:

1. That before and during each registration period the administration provide executive deans, academic associate deans, and especially department chairs with timely detailed information, enabling them to make informed decisions about class cancellations. This information should include daily computer-generated updates on each subject area's FTFE/FTSE ratio in relation to those of the campus and the whole college. It might also include trend analyses for both fall and spring semesters.

2. That the administration clarify the procedure used in making decisions to cancel classes by arriving at--through collective discussion--a common list of criteria, as well as any standard exceptions in the college. This list should be distributed to associate deans and department chairs, who could then discuss them with faculty. The purpose of this list is not to prevent administrators from using their best judgment in making decisions, but to improve communications, thus providing more consistency in practice and perhaps more willing cooperation.

III. Committee on Department Chairpersons

Members: Carol Gorsuch, Louise Haugh, Karl Johnson, Ken White (Co-Chair) and Cynthia Zahn (Co-Chair).

In the spring of 1985 this committee conducted a survey of all faculty. (See Appendix A of the 1985 Task Force report.) Subsequently, the committee produced a Department Chair Job Description and a Department Chair Compensation Model. (See Part IV of the 1986 Task Force Report.) This compensation model was used as the instrument for a pilot study in the fall of 1986, yielding the following concerns:.

DEPARTMENT CHAIR
PILOT STUDY

Issues or concerns which were raised through the pilot process:

1. **The appropriate deans (across the district) should meet to review the results and the possible implications. This should include a discussion of how this can be implemented in a consistent manner across the district.**

2. **Clarification may be necessary on accountability and department chair evaluation as it relates to the document. One chair commented, "Honest answers lower score. Duties would be performed if requested."**

3. **Efforts should be made to clarify what the document is designed to do. One chair stated, "This form in no way addresses the real work load of a Drama department chair."**

4. **Are there issues which this document cannot successfully address (i.e., Weighting, Accreditation, Drama, etc.)?**

5. **Section I should be reviewed to confirm whether it is meeting its intended goal.**

(See Appendix E of this report for the form used in this study and for further analysis of the results.)

Another activity of this committee was to send a representative (Louise Haugh) to the National Conference on Department Chairs in Orlando, Florida, in February of 1987. Ms. Haugh has subsequently submitted a detailed report which is available to Pima College faculty, who may request it from Bob Longoni, West Campus (884-6974).

The final recommendation of the Department Chairs Committee is that the results of the pilot study be carefully reviewed and--after the meet-and-confer process determines the rate of compensation--be refined and modified as necessary. Particular attention should be paid to the instrument, which needs parallel language for educational support service areas. (See page 19, item G.)

IV. Committee on Faculty Mobility/Career Ladder

Members: Louise Haugh, Chris Scharf, Wes Soderquist (Chair)

The following recommendations have been revised slightly since appearing in the 1985 Task Force report. They were accepted in principle by Provost Agrella at that time, and some of them were implemented immediately. However, others need further development before they can be put in place.

Recommendations:

1. Develop District intern positions at President, Dean and Associate Dean level for experience as future administrators. This internship will require a commitment of resources and clearly defined goals and objectives.

   Further development is needed in order to provide goals and objectives. In addition the subcommittee suggests that generic recommendations which include special assignments or responsibilities be considered.

2. Encourage sharing and cross-campus assignment of faculty and administrators throughout the District.

   It is recommended that a survey of faculty and administrators be developed and implemented in order to determine interest.

   If strong interest in sharing and cross-campus assignments is discovered, then a procedure to facilitate such assignments is to be developed.

3. Continue model of Administrative Development Program (East Campus) - Appointment of department chairs to Associate Dean positions open by virtue of administrative leave.

   The subcommittee recommends that a statement supporting the concept be included in the meet-and-confer process.

   In addition, the deans, executive and associate, would be surveyed.

4. Alter the role of the chairperson to define it as a position which provides experience for dean positions. Methods to determine the equivalency value of chairperson experience need to be established.

   This item was referred to the Department Chair Subcommittee.

5. Recommend that prospective applicants for administrative positions should have some teaching experience and if in administration, should teach in thier field at least one course during the academic year. This could possibly tie in with #1.

   The subcommitte recommends that this item be submitted for approval and implementation in Fall 1985. It was noted that teaching experience is required in all advertised administrative positions. Also, as a result of the teaching experience, deans may be able to suggest specific areas in which an intern could be particularly useful.

6. Make available opportunities for career advancement within the same employment category -- i.e., some faculty members, rather than aspiring to become administrators, may prefer full or part-time assignments in curriculum development, innovations in methodology, etc. There should be budget allowing for regular opportunities of this kind. This practice would help insure that the function of teaching is in and of itself prized, treasured, recognized, and rewarded.

   Also the cencept of mobility could include opportunities (for faculty, administration and staff) for temporary assignments in business, industry, or public service.

V. Committee on Task Force Goals

Members: Margaret Catlin, Ed Johnson, Bob Longoni (Chair) and Larry Victor

The purpose of this committee was to facilitate the work of the Task Force as a whole; consequently most of its recommendations have been incorporated in other reports. Some, however--especially those involving long-range activity--were not developed because of time limitations. These include the following:

1. That after the Task Force has completed its present work, a group of faculty and interested administrators meet to address the question of "transformational change" in the way the College carries out its educational mission. We strongly recommend an emphasis on collegiality or shared governance as a means to achieve effective education.

   Perhaps an ad hoc group in the El Con style could begin considering present and future needs, defining long-range goals, and initiating practical measures in that direction.

2. That the College take a whole new look at curriculum--at the structuring of learning experiences and the functions of educators. We envision a learner-friendly, dynamically evolving, experimental educational delivery system. Such a venture would also answer the pressing need to update and revise the College's offerings to accommodate the rapid social and technological changes taking place in the larger community.

VI. Committee on Non-Traditional Faculty Roles

Members: Barbara Garrett, Carol Gorsuch, Louise Haugh, Peggy Holleman, Karl Johnson (Chair) and Shirley Wicklund

After reviewing data collected by the Committee on Department Chairs (see Appendix A of the 1985 Task Force report), this committee conducted three more surveys with the following results:

The first survey of December 6, 1985, produced a great deal of data, but nothing substantive to the committee's mission. A copy of the survey instrument is attached as Appendix F. Comments of respondents are available for review from Karl Johnson, East Campus (886-3331).

The second survey of April 22, 1986, while shorter and more direct, again proved to be inconclusive as indicated in the preliminary analysis attached, with the survey instrument, in Appendix G.

The third survey of October 22, 1986, provided more information. The results of that survey are addressed in the final set of recommendations, which appear below. (Copies of the surveys returned are available from Karl Johnson; the instrument appears as Appendix H

FINAL REPORT, WITH RECOMMENDATIONS:

A. The present wording in the Faculty Personnel Policy Statement regarding non-traditional loads and supplemental agreements is difficult to understand and interpret. It also appears that the non-traditional load statement is redundant in that it is already covered under section E6 regarding load hours.

B. We would recommend that the non-traditional load be considered a computation of a regular faculty load in a different manner. Regular loads are 30 load hours for the year for classroom faculty, or 37.5 clock hours weekly for non-classroom faculty.

C. We further recommend that any work assignment beyond the regular faculty load that is not covered in the Policy Statement should be treated as a supplemental work agreement. some faculty members are not aware of this option.

D. We also recommend that the Vice-President for Academic Affairs develop faculty job descriptions describing/defining the various roles of the faculty, such as instructional faculty, librarians, counselors, educational development, etc. We recommend that the Vice-President for Academic Affairs also centralize and collect data on supplemental work agreements for the purpose of review and statistical analysis, and that the results of such a review and analysis be forwarded to PCCEA and appropriate administrators.

E. We further recommend that department chairs be allowed an administrative experience equivalency of 1 year for every 3

years of service. In other words, when a faculty member applies for an administrative position in the College, he/she will be credited .333 years of administrative experience for each year spent as a department chair.

F. Similarly, we recommend that a coordinator/director of a district program or service (on an ongoing basis) be allowed an administrative experience equivalency of .333 per year of service.

G. As a final recommendation we suggest that the wording of the current "Department Chair Compensation" form be modified to include non-departmental chairs who do administrative functions. This could be done with the inclusion of such words as "and/or services."

H. According to our last survey, the current title of "Non-Classroom Faculty" is not approved by 88% of those surveyed. In addition, a number of comments suggested that we be concerned with what is done rather than with where it is done, and that the emphasis should be positive, not negative.

VII. Additional Recommendations

The Task Force recommends that a follow-up group--consisting of the Task Force chair, committee chairs, and other Task Force members--be established to implement the terms of this report by completing unfinished recommendations, answering questions for faculty and others, and assisting College officers and agencies, such as the Vice-President for Academic Affairs, the Faculty Council, and the PCCEA.

The Chair suggests that a meeting with the Vice-President for Academic Affairs be held shortly after this report is submitted in order to initiate full implementation.

Finally, the Task Force wishes to endorse especially the recommendations of the Goals Committee calling for a spirit of creativity and collegiality among administrators and faculty members. The Task Force does not agree with the view that the faculty should have limited involvement in decision-making and that faculty input should be advisory only. In order to provide academic leadership and an effective learning environment, the faculty must share in the process of deliberation and contribute directly to major decisions.

Furthermore, in view of forthcoming high-level administrative changes, the faculty must provide leadership in easing the transition and establishing a climate of academic creativity.

GUIDELINES FOR COLLEGE SUBJECT AREA COMMITTEES

I. Purpose of College Subject Area Committee (CSAC)
Provide a quality, well coordinated curriculum in each subject area of the College and improve inter-campus communications.

II. Procedures for CSAC

A. Membership

1. Full time faculty in the subject area and the Community Campus subject area facilitator are the members.

2. Associate faculty may meet with their CSAC.

B. Decision Making
All members must reach a consensus.

C. Monitoring of Decisions

1. Minutes will be taken and CSAC decisions will be included.

2. Members will receive the minutes and abide by the decisions.

3. Minutes will be sent to the V.P. of Academic Affairs and all Deans.

4. CSAC recommendations needing action and Articulation Agreements are to be put in writing to the V.P. of Academic Affairs with copies to all Deans (including Bilingual and International Studies and Community Services).

5. CSACs should request the Vice President of Academic Affairs to respond to their recommendations and Articulation Agreements within a reasonable time.

6. Members must resolve conflicts through the CSAC group.
Individual CSAC groups will determine how that will be done.

D. Function

Each CSAC will decide:
1. Who will facilitate the meetings.
2. Outside of regularly scheduled meetings during Faculty Development days, how often and where they will meet.

III. Tasks for CSAC

A. CSAC should have major responsibility for the development of recommendations for:

1. New course design and development.

2. Course modification.

3. New program design and development.

4. Program modification.

5. Integrity of course content.

B. While major responsibility for the development of recommendations in the following areas should be with the individual instructor and the campus subject area faculty, CSAC should have input and coordination in the decision making process of:

1. Course offerings.
   a. What classes should be offered each semester.
   b. How many sections should be offered.
   c. When and where course should be offered.

2. Course methodology.

3. Textbook selection.

APPENDIX B

GUIDELINES FOR CLASS SCHEDULE ARTICULATION AGREEMENTS

I. Purpose of Class Schedule Articulation Agreements
Provide an operating structure for achieving a coordinated inter-campus class schedule.

II. Procedures for subject area groups

A. Membership

1. First level approach - Each CSAC
2. Second level approach - Full-time Faculty members in the subject area, Department Chairs, Associate Deans responsible for the subject area (including Bilingual and International Studies) and Executive Deans.

B. Decision Making

1. First level approach - The CSAC group is encouraged to develop the articulation agreements.
2. Second level approach - If agreements have not been reached by the CSAC, the second level group will establish the articulation agreements.

C. Function

1. Each subject area taught at more than one campus should have a class schedule articulation agreement.
2. First and/or second level meetings will be expected to take place at least 60 calendar days prior to the College deadline for class schedule development (effective for Fall, 1987 schedule).
3. The process for monitoring class schedule articulation agreements to be worked out by the V.P. Academic Affairs/Executive Deans group.

III. Tasks for subject area groups
The first and/or second level groups should provide inter-campus coordination for the offering of:

A. Classes needed in the district.
B. Sufficient classes of certain subjects.
C. Courses that are coordinated (Times and Days) across campuses.
D. Sufficient introductory/advanced courses across campuses.
E. Courses to serve the changing needs of students and employers, i.e. new courses, updated content, etc.
F. Courses over an appropriate cycle that allow students to complete certificate/degrees.
G. Support courses with other appropriate subject area groups.
H. And assist in establishing a qualified pool of associate faculty in the subject area.

APPENDIX C

GUIDELINES
HDE/CSAC

Guidelines to strengthen the concept of CSAC (College Subject Area Committee) to improve inter-campus communications and curriculum coordination among campuses.

A. Purpose of CSAC
Provide a quality, well coordinated curriculum in each subject area of the College.

B. By-Laws for CSAC
1. Membership
   a. Full time faculty in the subject area and the Community Campus subject area facilitator are the members.
   b. Associate faculty may meet with their CSAC.
2. Decision Making
   a. All subject area members from one campus must reach a consensus.
   b. For decision making all campuses must reach a consensus.
3. Monitoring of Decisions
   a. Minutes will be taken and CSAC decisions will be included.
   b. Members will receive the minutes and abide by the decisions.
   c. Members must resolve conflicts through the CSAC group. Individual CSAC groups will determine how that will be done.
4. Function
   Each CSAC will decide:
   a. Who will chair the meetings.
   b. Outside of regularly scheduled Faculty Development days, how often and where they will meet.

C. Guidelines
1. CSAC should have major responsibility for:
   a. New course design and development
   b. Course modification
   c. New program design and development
   d. Program modification
   e. Course integrity - minimum standards and content
2. While major responsibility for the following should be with the individual instructor and the campus subject area faculty, CSAC should have input and coordination in the resolution of these issues:
   a. Course offerings
      1. Determination
      2. Number of sections offered
      3. Scheduling of classes (time and location)
   b. Course methodology
   c. Textbook selection
   d. Class size

Guidelines for College Counseling Area Committee

I. Purpose of College Counseling Area Committee (CCAC)
Provide quality, well coordinated communication in each counseling area of the College and improve inter-campus communications.

II. Procedures for CCAC
- A. Membership
  1. Full-time faculty in the counseling area and any other appropriately designated full-time faculty.
  2. Associate faculty may meet with their CCAC.
- B. Decision Making
  All members are encouraged to reach a consensus.
- C. Monitoring of Decisions
  1. Minutes will be taken and CCAC decisions will be included.
  2. Members will receive the minutes and abide by the decisions.
  3. Members must resolve conflicts through the CCAC group. The CCAC group will determine how that will be done.
- D. Function
  Each CCAC will decide:
  1. Who will chair the meetings.
  2. Outside of regularly scheduled Faculty Development days, how often and where they will meet.

III. Tasks
- A. CCAC should have major responsibility for the development of recommendations for:
  1. The philosophical framework for counseling programs throughout the College.
  2. Procedural guidelines for implementation of counseling and related matters.
  3. Resource needs analysis supportive to counseling.
  4. A counseling information management system.
  5. The professional review of ethical issues related to counseling.
- B. While major responsibility for the development of recommendations in the following areas should be with the individual counselor and the campus counseling area faculty, CCAC should have input and coordination in the resolution of these issues:
  1. Campus accountability
  2. Counseling methodology
  3. Equipment and resource selection

APPENDIX D

QUESTIONNAIRE - CSAC MEMBERSHIP
Final Results as of January 20, 1987

Number of questionnaires sent	-	274
Number of returned questionnaires	-	58
Number of CSACs	-	35
Number of CSACs represented by response	-	35
1. This CSAC did not have a problem interpreting or applying the membership section of the Guidelines for CSAC	-	37
2. This CSAC had a problem interpreting or applying the membership section of the Guidelines for CSAC and resolved it	-	15
3. Had a problem with interpreting or applying the membership section of the Guidelines for CSAC and did not resolve it	-	5
4. No opinion	-	1
Total	-	58

1.

Speech Communication
The Speech Communication CSAC membership had no difficulty interpreting the guidelines. This group's membership has remained unchanged since CSACs were established.

Social Services
Had a problem. CSAC not function since off campuses did not participate see attached minutes.

Writing & Counseling
Writing didn't.

Psychology
No representative from Community Campus atteended, so we did not discuss the issue.

2.
Physics/Astronomy
No full time faculty in area in other campuses. CSAC requested campus deans to assign responsibility to faculty member to meet with area CSAC. Deans agreed.

Nursing
We voted on our own membership. We need to include skills center in appropriate CSACs.

Foreign Languages
My group does not look for cooperation. There are individuals who try to subordinate. Campuses may have peculiar needs. Let's meet them accordingly.

Chemistry
Couldn't interpret nor apply because of lack of participation as detailed in previous report.

WRT/ESL
CSAC WRT/ESL decided any faculty could have membership even if belonging to another CSAC.

Reading
Full-time faculty in the subject area. Did this (or did this not) apply to someone like Carol Gorsuch, who was certified in reading but present assignment is Director of Alternative Learning Center not reading instructor. We decided she <u>was</u> a member of CSAC.

Counselors
Separated HDE and Counseling CSACs.

Nursing
Wanted to include the all full-time nursing instructors from PCC Skills Center - Nursing Program as members voted them in - with one abstaining and one no vote.

Technologies - DC
Community Campus designated was not a technical instructor. CSAC suggested a Community Campus member who is a technical instructor and he is attending the meetings.

Writing & Counseling
Counseling did. HDE vs. counseling and could I come to counseling and writing - yes both.

Speech & Humanities
Problem was not resolved in speech - no problems in humanities.

Reading
Group leader said we had to vote on a member - we did - she's in.

Business, Managment, Marketing
We decided years ago to vote by campus and not by member - using a four campus district.

Counselors
Had two areas teaching and counseling. So what we did was to have two separate CSACs - HDE CSAC and Counselors CSAC.

Social Services
Minor problem. Community Campus had asked that the West Campus representative represent them as well. It was explained that all interested/involved campuses should have a representative.

Art
CSAC membership will consist of full-time faculty members in the area. Interested associate faculty may be invited as non-voting guests to meetings.

3.

Speech Communication
The membership was challenged by a full-time faculty member who teaches almost exclusively in another discipline. See attachments.

WRT/ESL
I teach Reading and ESL. The WC assigned me to REA CSAC but I have main teaching duties at ESL. For two semesters I did not receive membership or notices of meetings for WRT/ESL CSAC. I hope I will receive them in the future.

Chemistry
Community Campus representative did not show; instead another teacher was invited - didn't know if permanent replacement or what.

Library
We teach no classes but have regular meetings. Guess we are more like a department.

Media Communications
Designated representative was sent - not in direct curriculum area.

Other comments

Nursing
We have not as a group reviews all data from CSAC guidelines. I <u>know</u> that the group will <u>not</u> approve all of them.

Sociology & Business
Both CSACs have made me a full voting member.

Writing
Please leave them the way they are now!

Chemistry
East Campus representative has been there one out of 3 times.

Counseling
The only problem I have had is that the administration doesn't seem to have a copy of the Counseling CSAC guidelines. I keep sending them and I don't see them attached in any reports on CSACs i.e. Faculty Development Day or Task Force Report.

Library Faculty
We meet as a department/division. No formal curriculum yet. That will require a CSAC for library instruction.

HDE
No problems so far.

CSC
It would be helpful if other units of the college were required to be part of it (i.e. the prison).

Business, Management, Marketing
We are doing OK now!!!

Anthropology, Sociology
We're working just fine.

Earth Sciences
We did'nt hold a meeting.

Engineering
Our CSAC meeting consisted of myself and Jim Wesselmann. Since we are strictly a West Campus department we coordinate very well.

HPER
The CSAC should be the dominant educational groups within our organization.

ECE-HEC/FSN-FDC
Some of the members were sick in January,therefore, we did not meet. We did meet as a group in August and I did submit notes on that meeting.

All 35 CSACs represented
by questionnaire returns

Accounting/Finance
Allied Health Programs
Administration of Justice
Art
Anthropology/Sociology 5
Business/Management/Marketing 4
Chemistry 2
Computer Science 2
Cooperative Education 1
Drafting/Design
Drama
Early Childhood/Home Eco.
Earth Sciences
Economics/History/Political Science
Electronics
Engineering
HDE/Counseling 6
Humanities
Interpreter Training
Languages
Library Faculty 2
Life Science
Mathematics 6
Media Communication
Music
Nursing 2
OED
Physical Education/Rec. 2
Physics/Astronomy
Psychology
Reading 2
Social Services 2
Speech Communication 2
Technologies - DC
WRT/ESL 6

PRELIMINARY ANALYSIS OF PILOT DEPARTMENT CHAIR STUDY, FALL 1986

During the fall semester, 1986, a pilot study of the Department Chair job description/compensation model was completed. Chairs on the West, East, and Downtown campuses were asked to complete the form approved by the Task Force on Academic Organization at the conclusion of its 1985-86 deliberations. These forms were completed on the campuses during September and October and were submitted to Ken White for review and analysis. As a result of that analysis, I have the following information to report.

As a result of work on each campus fifty (50) completed forms were submitted for analysis. After tabulating the results it became clear that the results were quite similar on each campus. Out of the 38 total points possible, the average for each campus was West Campus (29.4), East Campus (28.5), and Downtown Campus (29.8). The average score district-wide was 29.34. The highest score recorded was 35, while the lowest submitted was 18. The median score was 30.

During the process several questions and concerns were raised regarding the format, particularly related to the point distribution. A major concern seems to center on the question of weighting. Specifically, individuals expressed reservations over the fact that items A9 (Clinical Coordination) and A13 (Equipment) were equal in weight to all other items in the job description. Also, some concerns were voiced relative to item A15. In the Health Technologies several programs undergo periodic professional accreditation which involves reports of several hundred pages in length and on-site accreditation visits--all of which can take up to a year of preparation.

Other related concerns include a lack of clarity under D (Extension of General Duties). Chairs were unclear as to whether they had to be on campus during Extended Spring and/or Summer and whether they merely had to be available to deal with problems and issues as they arose.

Some department chairs raised questions as to how this document relates to the CSAC scheduling document, particularly when the department chair is also the CSAC chair. Further concerns came from chairs with programmatic commitments which extend beyond the campus and whether they are to be compensated for these duties.

ANALYSIS OF PILOT DEPARTMENT CHAIR STUDY BY CAMPUS AND BY DISTRICT

The following figures were taken from the pilot department chair study conducted during September and October, 1986.

Section I. When asked to complete this section, each campus determined the FTFE (A) and the ratio (D) of associate faculty to total faculty (AF:TF). The campus averages in each category are as follows:

	EC	WC	DTC	District
A	1.70	1.77	2.00	1.82
D	2.90	2.27	2.73	2.53

The figures below represent by campus the percentage of chairs who received points in categories A and D:

SECTION I	ITEM A					ITEM D		
	1 pt.	2 pts.	3 pts.	4 pts.	5 pts.	1 pt.	2 pts.	3 pts.
East	40%	50%	10%	0	0	0	10%	90%
West	46%	35%	15%	4%	0	12%	50%	38%
Downtown	40%	33%	13%	13%	0	7%	13%	80%
District	43%	37%	14%	6%	0	8%	31%	61%

STUDY INSTRUMENT

BASIS FOR DEPARTMENT CHAIR COMPENSATION

NAME_____

DEPARTMENT_____

CAMPUS_____ DATE_____

THE DEPARTMENT CHAIRPERSON IS THE EDUCATIONAL LEADER RESPONSIBLE FOR PROVIDING FOR THE OPERATION OF THE DISCIPLINES WITHIN THE DESCRIBED DEPARTMENT. THE DEPARTMENT CHAIRPERSON IS SELECTED IN ACCORDANCE WITH THE "FACULTY PERSONNEL POLICY STATEMENT" AND IS RESPONSIBLE TO THE APPROPRIATE ADMINISTRATIVE DEAN.

		POINTS
FULL TIME FACULTY EQUIV. (FTFE) (0-5=1; 5.01-10=2; 10.01-15=3; 15.01-20=4; 20.01+=5)	_____	_____
NUMBER OF FULL-TIME FACULTY	_____	
NUMBER OF ASSOCIATE FACULTY	_____	
RATIO (AF:TF) (0-.33=1; .34-.66=2; .67-.99=3)	_____	_____
	SUBTOTAL	_____

GENERAL DUTIES	yes	no
1. Coordinates departmental offerings with objectives of the college.	____	____
2. Acts as liaison between the faculty and the appropriate dean/administrator.	____	____
3. Recommends the hiring of associate faculty.	____	____
4. Coordinates and trains associate faculty.	____	____
5. Selects and supervises and where appropriate evaluates subject area staff.	____	____
6. Coordinates class and teaching schedule.	____	____
7. Coordinates course offerings.	____	____
8. Prepares departmental budgets.	____	____
9. Coordinates clinical and/or off-campus affiliations or activities.	____	____
10. Responsible for program and departmental accreditations with state and national organizations.	____	____
11. Coordinates and supervises textbook ordering.	____	____
12. Selects and evaluates instructional equipment and supplies.	____	____
13. Supervises the care, storage, and maintenance of equipment.	____	____
14. Develops, reviews, and revises publications relating to departmental offerings and activities.	____	____
15. Coordinates subject area self-study (i.e., master plan, North Central).	____	____
16. Coordinates and assists with student advising and registration for subject area.	____	____

TO: All Pima College Faculty

FROM: Academic Organization Task Force-Subcommittee on Non-Tradition Loa

DATE: December 6, 1985

SUBJECT: Roles and Responsibilities of program Directors, Coordinators, Division Heads, Grant Directors, Laboratory Supervisors and others who are not Department Chairpersons.

In the Fall 1984 semester, a joint faculty-administration task force was established, as stated in Appendix B of the Faculty Personnel Policy Statement.

This subcommittee is working on policies and systems to address perceive problems and inequities specifically related to duties that are administrati in nature, but are not included in the Policy Statement as Department Chairpersons, or special assignments as listed on page 19. We are specifically interested in those faculty who have as all, or part, of their work load administrative duties and are (or are not) receiving compensation in the form of reassigned time or a different form of compensation. It is essential that you respond to this survey so that your position can be included in the negotiation process for the next fiscal year. We would appreciate your feedback.

Please return to Karl Johnson, LRC, East Campus, by December 20, 1985.

PART A

1. I am a Full time classroom Faculty

_____Yes

_____No

2. Do you teach a full load in a classroom or lab setting?

_____Yes

_____No

3. Are you a Department Chair?

_____Yes

_____No

4. Are you receiving Department Chair pay according to the handbook?

_____Yes

_____No

5. I am a non classroom Faculty

_____Yes

_____No

6. Do you have assigned administrative/Supervisor tasks?

_____Yes

_____No

7. What is your job title?_____

8. Are you compensated as if you were Department Chair?

_____Yes

_____No

9. Do you sponsor, direct, or conduct a special assignment that is not identified in the following list?

Archery Head Coach
Athletic Director, Assistant
Band Director
Baseball Head Coach (Men)
Baseball Assistant (Men)
Basketball Head Coach (Men)
Basketball Head Coach (Women)
Basketball Assistant (Men)
Basketball Assistant (Women)
Bilingual Magazine
Campus News Sponsor
Cheerleading Sponsor
Chorale Sponsor
Cross-Country Coach (Men)
Cross-Country Coach (Women)
Cross-Country Assistant (Men)
Drama Productions Director
Forensic Sponsor
Golf Head Coach
Magazine Sponsor
Softball Head Coach (Women)
Softball Assistant (Women)
Tennis Head Coach (Men)
Tennis Head Coach (Women)
Track Head Coach
Track Assistant (Men)
Track Assistant (Women)
Volleyball Head Coach (Women)
Volleyball Assistant (Women)
Wrestling Head Coach (Men)
Wrestling Assistant (Men)
Baile Folklorico

If so, please identify it (or them).

10. Are you designated "Lead Faculty" for your area?

_____Yes

_____No

11. Are you responsible for the operation of a lab?

_____Yes

_____No

Please describe.

12. Do you have a special assignment?

_____Yes Regular load_____ Campus assignment_____

_____No Overload_____ District assignment_____

Please describe.

13. Please identify your area _____

14. Please identify your campus _____

15. Are you compensated for all of your assignments?

Regular Faculty contract?_____

Overload contract for_____?

Department Chair?_____

Other_____

Other_____

16. How are you selected for these assignments?

17. Who makes the selection?

PART B

The area coordinator (or other title) is responsible for the operation of, sponsorship of, or administration of a defined area serving the college. If you are responsible for more than one area, please use additional lines. You may do some, but not necessarily all of the following duties [for each area]:

	Please check what you do:	Please check and identify those areas for which you are compensated:		
		_____	_____	_____
_____1.	Coordinate area offerings/services with objectives of college	_____	_____	_____
_____2.	Act as liaison between staff of area and appropriate dean/administrator	_____	_____	_____
_____3.	Recommend hiring of area personnel	_____	_____	_____
_____4.	Coordinate and train area personnel	_____	_____	_____
_____5.	Supervise and where appropriate evaluate area personnel	_____	_____	_____
_____6.	Coordinate area work schedule	_____	_____	_____
_____7.	Prepare area budget	_____	_____	_____
_____8.	Coordinate area off campus activities	_____	_____	_____
_____9.	Select and evaluate area equipment and supplies	_____	_____	_____

___10.	Supervise the care, storage and maintenance of area equipment and material	____	____	-----
___11.	Develop, review and revise published information relating to area	____	____	----
___12.	Coordinate area self-study and evaluation	____	____	----
___13.	Develop one time product or performance	____	____	----
___14a.	Direct or coordinate a college approved event	____	____	-----
___14b.	Please describe above event.			

___14c. How are you compensated?

___15. Have you voluntarily waived compensation?

_____Yes

_____No

If you have added comments, please let us know. If you would like to give us your direct input, or wish to serve on this subcommittee, please contact Karl Johnson, 886-3854.

APPENDIX C

TASK FORCE ON EMPLOYEE ASSISTANCE PROGRAM

During the 1987-88 fiscal year, a College task force will be established from representatives of administration and the bargaining units to conduct a study of the feasibility of the College's developing or contracting for an Employee Assistance Program. This task force shall report its findings and recommendations to the President no later than February 15, 1988.

APPENDIX D

EARLY RETIREMENT PROGRAM

Eligibility:

1. The employee must be 55-64 years of age. Benefits decrease as employee age increases.

2. A minimum period of 10 years of active service is required. Such service must be continuous. Authorized full-time leaves without pay will not interrupt continuity of service, but will not count toward the minimum 10 year period.

3. The plan is limited to regular full-time College employees.

4. The service is measured from the most recent hire date.

Application Timelines:

Application deadline for all college employees will be February 1 of the year prior to retirement.

A withdrawal of application will be accepted until November 1 of the year of retirement.

Payout Incentive Determination:

The payment at retirement will be based on 2% of current base salary for each year of service, with a maximum of 50% of current base salary.

The amount above will then be multiplied by the percentage indicated below at time of retirement.

AGE AT RETIREMENT	% OF PAYMENT
55	100%
56	90%
57	80%
58	70%
59	60%
60	50%
61	40%
62	30%
63	20%
64	10%
65	0%

Example: For a person with an income of $20,000. At age 56 with 25 years of service = $10,000 max times 90% = $9,000.

Payment Date:

The retirement payment will be included as part of the following year's contract or RPA.

For faculty, payment will be at the end of the contract year. For staff and administrators, payment will be at the end of the fiscal year - June 30.

APPENDIX E

A Faculty Personnel Procedures Manual will be compiled by the Personnel Office during the 1987-88 academic year. Upon request, the faculty may review the materials being compiled.

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